

NINILCHIK INDIAN HOUSING PROGRAMS

Policies & Procedures Handbook



Mission Statement for the Ninilchik Indian Housing Programs

The Ninilchik Tribe's mission to the people of the Ninilchik Indian area is to promote self-sufficiency through the development of affordable, safe and decent housing opportunities for eligible Alaska Natives/ American Indians/ Native Hawaiians residing within the Ninilchik Tribal boundaries.

Adopted March 20, 2003

Table of Contents

Section I. (NIHP General Policies)

| | | | |
|------|--|-----|---|
| 1.) | Procurement | Pg. | 1 |
| 2.) | Tribally Determined Wage Rates for Contractors and Their Help | Pg. | 1 |
| 3.) | Employees | Pg. | 1 |
| 4.) | Grievances | Pg. | 1 |
| 5.) | Ineligibility | Pg. | 1 |
| 6.) | Conflict of Interest | Pg. | 2 |
| 7.) | Waiting Lists | Pg. | 3 |
| 8.) | Property Requirements | Pg. | 4 |
| 9.) | Application Interview | Pg. | 4 |
| 10.) | Counseling | Pg. | 5 |
| 11.) | Median Income | Pg. | 5 |
| 12.) | Determination of Household Size | Pg. | 5 |
| 13.) | Income Calculation | Pg. | 6 |
| 14.) | Estimating Income | Pg. | 6 |
| 15.) | Definition of Annual Income | Pg. | 7 |
| 16.) | Application Procedures | Pg. | 7 |
| 17.) | NIHP Application Amendments | Pg. | 8 |

Section II. (Homeownership Program- NIHHP)

| | | | |
|------|--|-----|----|
| 1.) | NIHHP Overview | Pg. | 9 |
| 2.) | Eligibility Requirements | Pg. | 9 |
| 3.) | Mortgage Payments, Affordability and Useful Life | Pg. | 9 |
| 4.) | Maximum and Minimum Allowable Income | Pg. | 9 |
| 5.) | Applicant Information | Pg. | 10 |
| 6.) | NIHHP Limits | Pg. | 10 |
| 7.) | NIHHP Procurement Procedures | Pg. | 10 |
| 8.) | NIHHP Contract Agreement | Pg. | 11 |
| 9.) | Deed of Trust | Pg. | 18 |
| 10.) | NIHHP Note | Pg. | 25 |
| 11.) | NIHHP Application | Pg. | 29 |
| 12.) | NIHHP Inspections Policy | Pg. | 44 |
| 13.) | Termination Eviction Policy | Pg. | 60 |
| 14.) | Policy on Enforcement of Housing Agreements | Pg. | 64 |
| 15.) | NIHHP Eviction Grievance Procedures | Pg. | 66 |

Section III. (Modernization/Rehabilitation Program)

| | | | |
|-----|------------------------------------|-----|----|
| 1.) | Program Overview/Requirements | Pg. | 71 |
| 2.) | Lead Based Paint | Pg. | 71 |
| 3.) | Mod./Rehab. Program Right to Lien | Pg. | 71 |
| 4.) | Mod./Rehab. Program Limits | Pg. | 71 |
| 5.) | Mod./Rehab. Useful Life | Pg. | 71 |
| 6.) | Mod./Rehab. Procurement Procedures | Pg. | 72 |
| 7.) | Mod./Rehab. Program Application | Pg. | 73 |

Section IV. (Weatherization Program)

| | | | |
|-----|-------------------------------|-----|----|
| 1.) | Program Overview/Requirements | Pg. | 91 |
| 2.) | Program Limits | Pg. | 91 |
| 3.) | Application | Pg. | 92 |

Section V. (Emergency Assistance Program)

| | | | |
|-----|--|-----|-----|
| 1.) | Program Overview/Requirements | Pg. | 106 |
| 2.) | Program Eligibility | Pg. | 106 |
| 3.) | Program Priority | Pg. | 106 |
| 4.) | Recipient Responsibilities | Pg. | 106 |
| 5.) | Amount and Frequency of Assistance | Pg. | 106 |
| 6.) | Requirement to Verify Incident and/or Crisis | Pg. | 107 |
| 7.) | Informing Eligibility | Pg. | 107 |
| 8.) | Applicant Verification | Pg. | 107 |
| 9.) | Application | Pg. | 109 |

Section VII. (Snow Removal Program)

| | | | |
|-----|-------------------------------|-----|-----|
| 1.) | Program Overview/Requirements | Pg. | 120 |
| 2.) | Program Limits | Pg. | 120 |
| 3.) | Application | Pg. | 121 |

Section VIII. (Self-Monitoring Program)

| | | | |
|-----|---------------------------------|-----|-----|
| 1.) | Program Overview | Pg. | 132 |
| 2.) | Self-Monitoring Evaluation List | Pg. | 133 |

Section VIII. (Certificate of Enactment)

| | | | |
|-----|---------------|-----|-----|
| 1.) | Certification | Pg. | 155 |
|-----|---------------|-----|-----|

NINILCHIK INDIAN HOUSING PROGRAM (NIHP) POLICIES AND PROCEDURES

Section I. (NIHP General Policies, *Applicable to all NIHP programs*)

1. Procurement:

The Ninilchik Indian Housing Programs (NIHP) shall utilize the Ninilchik Traditional Council's (NTC) Procurement Policies and Procedures when obtaining services, goods, or contracts for any of its programs. Indian Preference in contracting is covered under this policy.

2. Tribally Determined Wage Rates for Contractors and Their Help:

The Ninilchik Traditional Council (NTC) and its Ninilchik Indian Housing Programs have the right to implement their own Tribally determined wage rate for awarded Contractors and their Sub-Contractors, as well as all help involved. If, and when, the NIHP utilizes this right, it will be done in a manner to insure fair wages for the Ninilchik Tribal Boundaries.

3. Employees:

All employees will follow the established Ninilchik Traditional Council's Personnel Policies and Procedures regarding employment.

4. Grievances:

The NIHP has 3 different types of Grievances.

- Client Grievances. (Covered under the NIHP Policies and Procedures within the Program Applications)
- Eviction Grievance's (Section II., 15. of NIHP Policies and Procedures)
- Contractual Grievance's (NTC Procurement Policies and Procedures, Section II. A. 1.)

All grievance procedures are outlined in the areas associated with the above type of grievances. It will be the responsibility of the party filing the grievance, to utilize the proper procedures associated with their grievance.

5. Ineligibility:

Applicants for Ninilchik Indian Housing Programs will be considered ineligible for any one of the following reasons:

- Over or under the established income limits for the considered program.
- Did not meet the program requirements.

- Failing to complete the required forms or to supply requested information.
- Providing false information on the application.
- Committing fraud in connection with any NTC NIHP, HUD Program, or failing to disclose previously committed fraud in connection with any NTC NIHP or HUD Program.
- Appearing on HUD's list of suspensions, debarments and limited denials of participation.
- Having an outstanding debt owed to any public or Indian housing authority or tribally designated housing entity.

6. Conflict of Interest:

A conflict of interest may occur when an employee of the Ninilchik Traditional Council, a member of the Board of Directors, or an immediate relative of an employee or board of director is selected to receive assistance through the Ninilchik Indian Housing Programs. For the purposes of this policy, an immediate relative is any child (including stepchild or culturally adopted child), parent, spouse, sibling, parent-in-law, son or daughter-in-law, grandparent, or grandchild, and any person whose relationship with the employee or board of director is substantially similar to any of these relationships.

Per the Department of Housing and Urban Development (HUD) NAHASDA regulations, section, 24CFR 1000.30-1000.36, the Tribe must publicly disclose when a conflict of interest exists and report the conflict to HUD and disclose it to the public as required by regulation.

The Ninilchik Indian Housing Programs shall make public disclosure of the nature of the assistance to be provided and the specific basis for the selection of that person. The disclosure shall be in the form of a **Statement of Potential Conflict of Interest form (SPCI Form)**, to be posted in a location accessible to the public. The Ninilchik Indian Housing Programs shall provide HUD with a copy of the disclosure before assistance is provided to that person.

Specifically, NTC shall post the SPCI Form in the NTC administrative office in a place available for review to any interested person. Public comments must be received at the Ninilchik Traditional Council Office within 10 (ten) calendar days of the initial date of the posting of the SPCI Form. When calculating a specific number of days, the day of the beginning action (initial date of posting), and the day of the ending action (final posting date), shall be counted. All conflict of interest comments must be in a sealed envelope, addressed as: "NIHP Conflict of Interest Comment". Comments that are received will be reviewed at the next regularly scheduled Ninilchik Traditional Council meeting. The Ninilchik Traditional Council will not consider any comments received after the end of this ten (10) day comment period.

Example Of: (SPCI Form) to be used by Ninilchik Indian Housing Programs (NIHP).

**Public Posting Notice Of
Statement of Potential Conflict of Interest**

Per the Department of Housing and Urban Development (HUD) NAHASDA regulations, specifically section 24 CFR 1000.30 – 1000.36, the Tribe must publicly disclose when an individual directly affiliated with the organization has qualified and been selected to receive financial assistance through the NAHASDA program.

A Potential Conflict of Interest is being disclosed due to an: Employee (Name of Position) of the Ninilchik Traditional Council has applied for and met the requirements for participating in the Ninilchik Indian Housing's Weatherization (Name of Program) Program.

This NTC Employee (Name of position or relationship) has met all of the requirements for participation in the Ninilchik Indian Housings Weatherization (Name of NIHP Program) Program, which consist of the following criteria:

- Met the low-income guidelines published by HUD.
- Qualified for preference in selection as Alaska Native/American Indian.
- All eligibility Program requirements per Ninilchik Indian Housing Programs Policies and Procedures.

Please be advised that any public comments must be received at the Ninilchik Traditional Council Office within 10 (ten) calendar days of the initial date of this posting. When calculating a specific number of days, the day of the beginning action (initial date of posting), and the day of the ending action (final posting date), shall be counted. All conflict of interest comments must be in a sealed envelope, addressed as: "NIHP Conflict of Interest Comment". Comments that are received will be reviewed at the next regularly scheduled Ninilchik Traditional Council meeting. The Ninilchik Traditional Council will not consider any comments received after the end of this ten (10) day comment period.

On this day of: ____/____/20____ at this time of: _____ AM/PM

This SPCI form was posted at: _____

On this day of: ____/____/20____ at this time of: _____ AM/PM

This SPCI form was taken down by: _____

7. Waiting List's:

All NIHP Programs are operated on a first-come first-served basis, subject to the availability of funds and verification of eligibility.

- A. Homeownership Program. The NIHP will maintain a list of eligible applicants based on the date that the completed application is received by the NIHP. A waiting list showing the date of receipt of completed applications shall be maintained by NIHP staff and will be available for review by the public.
- B. For all other NIHP programs. When it becomes necessary to establish a waiting list due to being unable to process applicants because of funding restraints, it will be done in the same manner and using the same form as the Homeownership Program.
- C. Availability of Funds. If funds are unavailable for any of the NIHP Programs, the NIHP may suspend or discontinue accepting applications until funds become available.

8. Property Requirements:

There are a number of property requirements that the NIHP requires in order for eligibility. The following provides an overview of these requirements:

- The home must be the primary residence of the applicant.
- The property must be located within the Tribal boundary service area.
- The property must be a single-family residence.
- The initial building price of a home may not exceed the limit set by HUD for the type of single family housing for the Niniilchik service area.
- For all programs the tribe must be conduct a review for environmental impact. This is in accordance with Federal regulations regarding spending of Federal dollars.
- The NTC will not work on homes built prior to 1978 due to the requirements that apply to Lead based paint.
- If the owner selects a home in a flood plain, flood insurance must be obtained in an amount adequate to cover the replacement of the home due to flooding. The owner must provide a certification of insurance to the tribe for the determined period of useful life.

9. Application Interview:

NIHP Staff should try to schedule a face-to-face appointment with all applicants in order to ensure that the application has been properly filled out, and be able to explain any questions that the applicant may have. This step may be done over the phone or by mail if necessary, as long as the housing department obtains all the required information.

If possible, NIHP staff should give the applicant a list of program requirements to bring to the appointment if they are coming in to fill out an application. This may include:

- Required Tax Information.
- Latest two pay stubs, or previous 30 days from all working adults in the household.
- Verification of any other type income, i.e. Social Security, retirement benefits, public assistance, etc.
- Latest bank statement for all checking or savings accounts.
- A Certificate of Indian Blood from the Department of the Interior, Bureau of Indian Affairs for at least one adult member of the household.

10. Counseling:

All eligible applicants for the Homeownership Program will be required to attend a homeowner's counseling class prior to closing the final Ninilchik Indian Housing Homeownership Program (NIHHP) contract. The purpose of this requirement is:

- To enable the applicant to understand the responsibilities that accompanies homeownership.
- To enable the applicant to understand the obligation they are undertaking in owning a home for the next 30 years.
- To enable the applicant to understand home maintenance and the importance of up-keep on the home.
- To outline how to do home maintenance, with books and pamphlets to help them with the basics.
- To allow the applicant to back out after the counseling class in case they realize they are not ready to take on such an obligation.

11. Median Income:

Applicants must qualify as low-income in order to qualify for the Ninilchik Indian Housing Programs (NIHP). The NIHP will use the most recent Federal established Median Income for the Kenai Peninsula in making that determination of low income, as well as not being eligible for some programs.

- All programs other than the Homeownership Program.
A family whose income does not exceed 80% of the Federal Median Income Limits for the Kenai Peninsula.
- Homeownership Program Median Income limits.
A family whose income does not exceed 80% of the Federal Median Income Limits, nor goes below the 30% Federal Median Income limits for the Kenai Peninsula.

12. Determination of Household Size:

Household size will be determined by reviewing the application and the federal income tax returns. Only those dependents listed on the NIHP application and listed as dependents on the applicant's federal tax returns will be included in determining household size. Children who are too new to the household in order to be listed on last year's federal income tax returns will be verified by a copy of the birth certificate, (or other documentation, as appropriate).

13. Income Calculation:

Section 1000.128 of NAHASDA regulations require that the NIHP Admissions Policies have stated how it will calculate income, to determine if a family is "low-income". The NIHP has adopted that the chosen method of doing so, will be by using the "Adjusted Gross Income" as defined for purposes of reporting under IRS form 1040 for individual federal income tax purposes.

IRS form 1040 line 32 will be used. 1040A line 16 will be used and on the 1040EZ there are no adjustments to gross income and therefore line 4 will be used. Three (3) years of 1040 tax forms will be compared and averaged along with the applicant's current household income in anticipating income.

The NIHP requires the applicant to supply their federal tax returns for income verification of its programs. If an applicant did/does not file any tax returns, they must provide a statement from the IRS stating that they were not required to file federal tax returns.

14. Estimating Income:

In all cases except those listed below, estimating will be done by averaging 3 years of income taxes and then averaging incoming anticipated income. By using 30 days of incoming receipts, NIHP staff shall verify that the estimated income will remain within the averaging tax amount within the established median income limits.

In some cases, an applicant (or his / her spouse, significant other, or other family member) may have only been working for a short period of time, and has yet to establish a full twelve (12) month salary history.

In those cases, the applicants' annual Household Income shall be determined by *estimating* the *anticipated* total income from **ALL** sources to be received by the head of household, spouse, and additional members of the family over the next twelve (12) months.

Example:

The Head of Household is the only one in the family who is employed. He / she has only been working for the past three (3) months.

Earnings for the first month were **\$1,525**
Earnings for the second month were **\$1,250** and
Earnings for the third month were **\$1,800**

Total income for that three (3) month period was **\$4,575**.

The three (3) month total (**\$4,550**) shall be divided by three (3) to yield a monthly average of **\$1,525**.

The monthly average (**\$1,525**) is then multiplied by twelve (12) to get an *estimated annual income* of **\$18,300**

15. Definition of Annual Income:

All income monetarily derived from any source during the 12-month period.

Annual income includes the full amount before payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensations for personal services. Also to include: Interest, dividends, AK PFD's, (for everyone in the household including children.) Tribal dividends, (the first \$2000.00 will not be used in determining income.) child support, alimony, income from real or personal property, Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment, disability compensations, workers compensation, severance pay, welfare assistance, general assistance, food stamps.

Annual Income does not include: Income from employment of children under the age of 18, payments received for the care of foster children or foster adults, inheritances, insurance payments from accident, health or workers compensation, amounts received as reimbursement of medical expenses for any family member, full amount of student financial assistance paid either directly or to the school, special pay to a family member serving in the service who is exposed to hostile fire, temporary nonrecurring or sporadic income such as gifts, refunds or rebates on Income tax, State tax, property tax, any program set forth in the Federal Register in 24 CFR 5.609©. Any payments received from the Agent Orange Settlement Fund product liability litigation, M.D.L. No.381 (E.D.N.Y.).

Assets:

- An applicant may not own any other residential property. An exception may be made for remote cabins or inherited property.

16. Application Procedure:

Upon receipt of all information required for the file, NIHP staff will review the file for completeness and eligibility.

After the applicant has completed the application form, the housing staff will need to send out letters to verify all household income other than employment income. Employment income may also be verified by contacting the employer as well as obtaining the two most recent pay stubs. Staff will also request any missing documents that must be supplied by the applicant.

Environmental Assessments. All programs require a form of Environmental assessment to ensure that the assistance has no impact on the environment. For some of the programs this only entails doing it at the beginning of the program itself. Other programs such as the

Homeownership and Mod/Rehab Programs may take as long as a month or more in certain circumstances

The file will then be reviewed to ensure all program policies and guidelines have been met. An underwriting review sheet will be filled out and signed by NIHP staff, recommending either approval or denial of the application.

The file will then be reviewed by an objective. The NTC Executive Director will give final approval or denial based on the application's information.

If *declined*, a letter will be sent to the applicant clearly stating the reason for declination and including the grievance appeal process.

If *approved*, an applicant will be called or an approval letter will be sent to the applicant notifying them.

Re-verification, of all income documents may be necessary if the original ones are more than 90 days old.

17. NIHP Application Amendments:

The NIHP program applications for potential applicants and clients are listed within these policies and procedures, and the NTC Executive Director is authorized to make minor corrections to the applications in order to correct grammatical errors, or to keep up with revised tribal, federal, or state law, or to make the application easier to complete. Changes to the applications which change program requirements shall require the approval of the Ninilchik Traditional Council (NTC) through a revision to the Ninilchik Indian Housing Program Policies and Procedures. Amendments to the applications which make adjustments to the Federal Median Income limits shall not require NTC approval as these limits are updated on a continual basis and the applications should reflect the current limits.

Section II. (Homeownership Program- NIHP)

1. Ninilchik Indian Housing Homeownership Program (NIHP) Overview:

The Ninilchik Indian Housing Programs (here in after referred to as NIHP), seeks to provide new, safe, and affordable housing to eligible applicants. This program is called the Ninilchik Indian Housing Homeownership Program, hereinafter referred to as (NIHP).

2. Eligibility Requirements:

Applications are prioritized according to the date of the completed application, including all required information, on a first come first serve basis.

- A. Applicants must not have owned a home within the last 5 years and must have additionally resided within the Ninilchik Traditional Council's tribal boundaries for a minimum of one year.
- B. The Applicant must demonstrate steady employment or other income history for the previous 3 years, and an ability to meet repayment guidelines. They also must supply a credit history to ensure a home built by NIHP cannot be confiscated due to past outstanding debt. Eviction is a consideration for non-payment.
- C. The Applicant will be responsible for all maintenance and upkeep of the home. This to include but not limited to holes in walls, damaged carpet (except for normal wear and tear), broken windows, etc.
- D. Meet all requirements listed in Section I. and II. of the NIHP Program Policies and Procedures, and provide all required information listed in the NIHP application.

3. Mortgage Payments, Affordability and Useful Life:

The homeowner shall pay a mortgage of fifty percent (50%) of the home's total development costs (which includes property acquisition) in accordance with the NIHP Contract, with no down-payment and charged zero percent (0%) interest, for thirty (30) years. Additionally, however, the annual mortgage shall not exceed twenty two percent (22%) of their income, (as determined at the time of their eligibility). In the case where the mortgage would exceed (22%) of their income, the payback percentage shall be reduced accordingly to account for twenty two percent (22%) of their income. The affordability and useful life of a home built by the NIHP is twenty (20) years and does not coincide with the thirty (30) year mortgage payment plan.

4. Maximum and Minimum Allowable Income:

The applicant must qualify as a low-income family. The definition of a "low-income" family is a family household income that does not exceed 80%, nor goes below 30%, of the most recent Federal Median Income Limits of the Kenai Peninsula.

- A. Minimum Allowable Income Limits (Exception): Such waivers shall be handled on a case-by-case basis. Such waivers require approval by the Ninilchik Traditional Council's Board of Directors. If selected, under a waiver, such applicants shall be required to sign a statement verifying that they are aware that they are below income and that they are able to meet and maintain their monthly payment obligations. Such applicants shall also be advised that failure, on their part, to maintain their monthly payment obligations is grounds for removal from the program and/or eviction (as applicable).

5. Applicant Information:

Information packets are available to any interested homebuyer. The packet will contain information about the NIHHP Program, a summary of eligibility criteria (information sheet), application and a Letter of Interest.

Applicants who think that they qualify under the described program must fill out the application and bring in the pertinent information to be copied. The Letter of Interest may be filled out at the time of receiving the application. This shows intent for your interest in the program. **This is not the date of your application.** Any items missing from the application file will cause it to be an incomplete file. An incomplete file will not be considered for funding until all current items have been received. It is the responsibility of the applicant to make sure that all required documents are brought in and to check on the status of their application. The application cannot be approved until all information is complete and in the file. It is the responsibility of the applicant to make sure that all of the information is complete and up to date.

6. NIHHP Program Limits:

Home Program Limits will not costs limit as stated in the most recent PIH notice for the Ninilchik Service Area. To monitor and enforce this, NIHP staff will maintain a Home Construction Expenditure-To-Date Report, and maintain this in Excel format.

7. NIHHP Procurement Procedures:

The Ninilchik Indian Housing Programs (NIHP) shall utilize the Ninilchik Traditional Council's (NTC) Procurement Policies and Procedures when obtaining services, goods, or contracts for any of its programs. The following details establish responsibilities of those involved in the procurement process for the NIHHP:

A. Upon Procurement's Receipt of Requisition:

1. Project Number Designation.
2. U.S. Department of Housing & Urban Development (HUD) Wage Determination.

B. Acquisition of Contractor (via NTC Procurement Officer):

1. Bid Proposal Packages to Contractors.
2. Open/Close date of Bid Proposal.
3. Selection of Contractor.
4. Contact U.S. Department of HUD for any modification of first (1st) wage determination.
5. Signing of contract, President of NTC and Contractor.
6. Monitoring of Project.
7. NTC is responsible for any land, property tax or any other expense, directly related to the home construction but not included in the contractor's responsibility, incurred during construction for the Homeownership Program. This shall include utilities during construction.
8. Payment for work completed, based upon the inspection schedule/contract.

C. Contractor's Responsibility:

1. Signing of Contract between Ninilchik Traditional Council and Contractor.
2. Arranging plans approval and permit for construction.
3. Arranging workers and scheduling sub-contractors.
4. Construction Project Management.
5. Notification of inspector for construction phase inspections and inspector payment.
6. Completing project within terms of contract.

D. Client's Responsibility:

1. The home does not belong to the applicant/client until pertinent paperwork is completed and signed, i.e. NIHHP contract, Initial Pre-Move In Inspection, deed of trust, and promissory note.
2. Transfer of utilities in applicant's/client's name.
3. Once a year inspection of the home by a NIHP representative.
4. At the time of signing the deed of trust and note, the insurance, property tax and other home ownership expenses will be the responsibility of the homeowner.
5. Not to interfere with the contractor, as the contract is between NTC and the contractor, and the home is not the property of the client until it is complete and the appropriate paperwork has been signed and completed.

8. NIHHP Contract Agreement:

An applicant receiving a home under the NIHHP shall properly execute the following NIHHP Contract Agreement with the Ninilchik Traditional Council prior to receiving the home.

**"NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM AGREEMENT
CONTRACT BETWEEN NTC & PARTICIPANT**

Homeowner Name(s)

Mailing Address:

Home/Property Description (Legal Description & Street Address):

This Ninilchik Indian Housing Homeownership Program ("NIHHP") contract is entered into under the NINILCHIK INDIAN HOUSING PROGRAM's ("NIHP") this _____ day of _____, _____, between the above-named **Homeowner(s)** ("Homeowner" or "Borrower") and the **Ninilchik Traditional Council** ("NTC"), in order to provide housing assistance to qualified low-income Alaska Native/Indian individuals residing in Ninilchik. The parties agree as follows:

1. Housing Assistance. In exchange for Homeowner's commitments and promises, NTC agrees to sell the following real property to Homeowner:

House and land located at

The total benefit provided to homeowner under the NIHP is valued at \$ _____ ("Housing Assistance"), which is NTC's development cost.

(B) Purchase Price. NTC agrees to sell the home to Homeowner for one half (1/2) of the Housing Assistance amount, (\$_____,) provided that Homeowner maintains the home as Homeowner's principal residence, without sale or transfer, for the full recapture period of 20

years. NTC agrees to loan the purchase price to Homeowner, less any cash down payment required from Homeowner (the "Loan").

(((\$0.00) down payment required, 0.0% interest)

(C) Financing Terms. At closing, Homeowner agrees to issue a Note agreeing to repay the Loan to NTC over a 30 (thirty) year period. The Note may provide for interest to accrue after default. Homeowner shall also execute a Deed of Trust to secure the Note.

(D) Due on sale clause. The security documents shall contain a provision providing that the Loan shall become automatically due and payable upon Homeowner's transfer or sale of the home to any person or entity other than NIHP. "Sale" is defined in section 2(B) below.

2. Conditional Grant and Recapture provisions.

(A) Conditional grant. Based on Homeowner's household income and Homeowner's stated intent to occupy the Property as his/her primary place of residence indefinitely, 50 percent of the Housing Assistance provided under the program is in the form of a conditional grant (the "Grant").

(B) Repayment of Grant if property is transferred within 20 years. If Homeowner transfers the Property at any time within the next 20 years, Homebuyer shall repay NTC all or part of the Grant, in addition to the outstanding Loan balance. The percentage of Grant repayment required shall be based on the time expired after NTC's conveyance, as follows:

| Transfer within: | Grant to repay: | Transfer within: | Grant to repay: |
|-------------------------|------------------------|-------------------------|------------------------|
| 0-1 years | 100% | 10-11 years | 100 % |
| 1-2 years | 100% | 11-12 years | 9/10 |
| 2-3 years | 100% | 12-13 years | 4/5 |
| 3-4 years | 100% | 13-14 years | 7/10 |
| 4-5 years | 100% | 14-15 years | 3/5 |
| 5-6 years | 100% | 15-16 years | ½ |
| 6-7 years | 100% | 16-17 years | 2/5 |
| 7-8 years | 100% | 17-18 years | 3/10 |
| 8-9 years | 100% | 18-19 years | 1/5 |
| 9-10 years | 100% | 19-20 years | 1/10 |

(C) Transfers that trigger repayment under (B). Property transfers that trigger the repayment obligation includes any gift, donation, sale, barter/exchange, conveyance, option to purchase, lease with option to purchase, condemnation, governmental taking, and any similar transaction in which a beneficial interest in the Property is transferred to a person other than Homeowner. *Excluded* transfers include (1) transfers that NTC consents to in writing; (2) transfers that occur at Homeowner's death; and (3) inter-spousal transfers that arise out of divorce/dissolution, so long as one signatory to this Contract is the owner of record after such transfer.

(D) Leasing property and other non-occupancy. So long as the Homeowner remains the true owner of the Property, leaving the home vacant will not by itself trigger the repayment obligation. If the Homeowner should ever need to lease out the home, the leasing party must be

a low-income Alaska Native or American Indian and must be verified and approved by the Ninilchik Traditional Council prior to making the lease. However, vacancy or leasing may indicate that a transfer defined under subparagraph (C) has occurred. Homeowner agrees to cooperate in any investigation initiated by NTC to determine whether a transfer has occurred, and whether repayment is required under subparagraph (B).

(E) Security for conditional recapture. As a condition of the Grant, the Note and Deed of Trust in favor of NTC shall secure both the Loan balance owed under paragraph 1(B), and the terms of this conditional Grant.

(F) Notice of Transfer; “due on sale” clause. Homeowner shall promptly notify NTC in the event of any sale or other transfer of Homeowner’s interest in the Property. The Homeowner’s failure to promptly notify NTC of such sale or transfer shall not prevent NTC from enforcing the terms of this Contract. After determining that recapture is required, NTC shall notify Homeowner in writing of the amount of the recapture payment due plus the outstanding balance on the loan. Homeowner shall promptly make arrangements to pay the amount due, which may be deducted, in whole or in part, from the closing of any pending sale of the Property by Homeowner.

3. Warranties. As a condition of this Contract, Homeowner shall simultaneously execute a Note and Deed of Trust in favor of NIHP to secure the contingent payment obligations contained in paragraph 2.

(A) Manufacturer’s warranties. NTC agrees to supply Homeowner with any manufacturer’s warranties associated with items or appliances incorporated into the work or provided under this Contract, including warranties for modular components. The Homeowner shall be responsible for pursuing any claims based on manufacturers’ warranties or product defects. Any assistance by NTC in pursuing warranties shall not release Homeowner from his/her responsibility.

(B) No other warranty. NTC provides no warranty concerning character or quality of the home or the work, including suitability, durability, value, cost or ease of maintenance. Homeowner acknowledges that s/he has had an opportunity to independently consult appropriate contractors, technical advisors, engineers or other professionals about the property, and that Homeowner is not relying on NTC to provide technical advice concerning the property or its suitability for the Homeowner’s purposes or local conditions. Homeowner further acknowledges that NTC is not an architect, engineer, or professional contractor, and that NTC provides only general, non-professional housing assistance on a not-for-profit, public service basis.

4. Waiver of Damages; Exclusion of Consequential Damages. NTC shall not be liable for consequential, incidental, special or indirect damages, including damages for delay, lost profits or loss of use, or for punitive damages with respect to any claim arising out of NTC’s performance or nonperformance of this Contract. Homeowner agrees that, because NTC’s work is being provided in the form of a no-interest loan and conditional grant, NTC shall not in any event be liable for damages arising out of NTC’s breach of this Contract.

Homeowner's obligations.

(A) Warranty that Application is true and correct. Homeowner certifies that his/her application for this NIHP program is true, accurate, and correct, as of the date of signing this Contract. Homeowner certifies that s/he has identified all previous housing assistance received, and all outstanding obligations and liabilities that may affect Homeowner's ability to repay the purchase loan or obligations such as insurance, utilities, and taxes. Homeowner acknowledges that any fraud or misrepresentation in Homeowner's application, including without limitation any misrepresentation or material omission concerning the Homeowner's eligibility or household income, shall permit NTC to recover all of the Housing Assistance provided to Homeowner.

(B) Homeowner's insurance obligation. Homeowner shall maintain homeowner's property and fire/casualty insurance to cover the replacement cost of the home, at Homeowner's sole expense. Homeowner shall list, with the chosen insurance carrier, that the NTC shall have a receipt sent to the NTC after each insurance payment and a notice sent to NTC if no payment is received or of a cancellation initiated by either the insurance carrier or the homeowner. Failure to maintain insurance in force and at appropriate levels of coverage authorizes NTC to terminate this Agreement. Alternatively, at any time NTC may require that insurance costs be added to and paid through escrow or similar procedures protective of NTC's security interest. NTC shall be listed as the Mortgagee on the Homeowner's insurance policy and shall have the right to be paid the value of the outstanding loan, in the event that Homeowner chooses not to rebuild, or if rebuilding is otherwise infeasible or unreasonable. During any rebuilding period, Homeowner shall continue to make payments in accordance with the Loan payment schedule.

(C) Taxes and Utilities. Homeowner shall pay all property taxes on the Property, and provide proof of such payment at NTC's request. Homeowner shall be solely responsible for timely payment and maintenance of all necessary utilities.

(D) Occupancy and Primary Residence. Homeowner certifies that as of the date of signing this Contract, s/he intends to reside in the home as his/her primary place of residence for the indefinite future; that Homeowner has no plan or intention to move from the home in the next 20 years, and has no intention to lease, transfer, or vacate the property within the next 20 years. The property must remain a single family residence.

(E) No criminal activities in the home. Homeowner's commission of a felony or felonies in or around the Property shall permit NTC to declare default under this Contract, accelerate the Homeowner's obligation on the Note, and enforce all remedies authorized by the security documents and applicable State and Federal laws. The NTC will, under HUD's zero tolerance law, immediately close and start eviction procedures if Homeowner or any resident of the home is found to be doing any illegal drug related activities in or on the property.

(F) Business Use. Homeowner may request approval from NTC to operate a small business in the unit. NTC will authorize such use only if the following assurances are provided. The unit will remain the Borrower's principal residence. Borrower will not sublet the home. The business activity will not alter the residential nature of the home. The business will not require permanent structural changes to the unit that could adversely affect current or future residential use of the unit. The BORROWER has a valid and current business license and liability insurance, as applicable. The activity does not violate State, Federal laws, zoning codes,

and/or NIHP Policies and Procedures. The Borrower acknowledges that any non-complying or illegal activities/business will authorize NTC to terminate this agreement.

(G) Structural Changes. The Borrower may not make any structural changes or additions to the home unless prior written consent is obtained from NTC. Approvable changes must not impair the value of the home, or surrounding homes, or project, or affect the use of the home for residential purposes. Additions to the home include, but are not limited to, energy conservation items, wood burning stoves, flues, insulation, and rooms. Any changes made in accordance with this section will be at the Borrower's expense. A Borrower who wishes to make any structural changes or additions to the home must provide NTC with a written request, plans, and specifications, prior to the NTC providing written approval. The structural changes or additions have to meet State and Federal regulations, and meet all applicable codes and NIHP standards.

(H) Inspection of Home: The Borrower shall provide access to NIHP personnel or representatives to inspect the home during business hours, provided that in the absence of an emergency, NIHP staff gives less than 24 hours notice of inspection. Borrower will cooperate in documenting and confirming the condition of the home at any pre-occupancy or move in inspection and at the yearly visits. Pre-Occupancy Inspection: Prior to the move-in, the homebuyer and a representative of NIHP will conduct a pre-occupancy inspection. This inspection is performed to document the condition of the unit. The inspection will be placed in the homebuyers file and used for future reference, should the homebuyer and the NTC terminate the mortgage assisted buydown agreement. Pre Move-out Inspection: NTC will inspect the unit with the homebuyer at the time of move-out. The inspection is scheduled at the time when the homebuyer notifies NTC with his/her 30 day notice of intent to terminate the mortgage assistance buydown agreement. The pre-move out inspection is conducted to provide the homebuyer with a list of maintenance items that are required and/or replaced or cleaned prior to NTC regaining possession of the unit. Final Move-out Inspection: This inspection documents the condition of the unit at the time NTC regains possession of the unit. Any items needing repair/replacement or cleaning will be documented for the homebuyer's file. Any charges for rehabilitation of the unit will be chargeable to the homebuyer. Yearly Inspection: There will be a yearly inspection, to be decided by the NIHP and the Borrower. The purpose of the annual inspection will be to examine the conditions thereof and/or replacement of items listed in the Borrower's responsibility for Maintenance. The NIHP representative will give a 24 hour notice.

(I) Maintenance. The Borrower is exclusively responsible for maintaining the home in safe, decent, and sanitary condition, free of excessive wear and occupant abuse. The Borrower shall perform all other necessary tasks and do all other things as required for the proper care and upkeep of the property. The Borrower shall be responsible for making timely replacements and repairs to the home, though his/her own efforts or through contracts with third parties. Any material failure to maintain the home in good repair and condition constitutes grounds for NTC to terminate this agreement. Subject to program eligibility requirements, the Borrower may apply for other housing assistance programs made available by NTC, or similar entities, in order to support Borrower's obligation to provide repairs, replacements, and maintenance. Upon NTC's determination that the Borrower has failed to perform maintenance, repairs, and replacements, NTC shall require the Borrower to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time, determined by NTC, at the Borrower's expense.

(J) Covenants. Homeowner agrees to abide by all local, subdivision, neighborhood, and borough covenants. Any convictions for violations of these covenants can be reason for NTC to default under this contract, and accelerate the Homeowner's obligation on the Note.

6. Term and Termination.

(A) Term. This Contract shall go into effect as of the date of this Contract, and continue in effect until the parties have completed performance or terminated the Contract as provided below.

(B) NTC Termination for Cause. Prior to conveying title, NTC may terminate or cancel this Contract for any reasonable cause, including loss of or insufficient program funds, on 10 days notice to Homeowner. Cause also includes Homeowner's breach of Contract terms or warranties. Following conveyance, NTC may terminate this contract by providing 30 days advance written notice to Homeowner (34 days if mailed), specifying the breach or cause, and if the breach is curable, the method of and the deadline for cure. The Contract shall terminate on the 30th day (or the 34th day, as applicable) unless the breach is cured or NTC extends the effective termination date.

(C) Homeowner cancellation. Homeowner may cancel this agreement without liability at any time prior to closing of the sale.

(D) Homeowner termination for cause. Homeowner may terminate this Contract if NTC materially breaches its commitments under this Contract. Homeowner shall provide written notice of termination, stating the effective date of termination, and providing not less than 30 days for NTC to correct or cure any curable default, or to contest Homeowner's grounds for termination.

(E) Homeowner relinquishment after closing. After taking title, Homeowner may propose relinquishment of title and NIHP may, at its option, accept the relinquishment on the terms and conditions established by NTC, including Homeowners execution and delivery of a deed in lieu of foreclosure. Absent NTC's consent and release, homeowner shall remain obligated on the Note.

7. Applicable Law and Venue.

This Agreement will be governed by the law of the Ninilchik Traditional Council. Homeowner agrees that any disputes arising under this Agreement shall be heard by the Ninilchik Traditional Council or in tribal court, at the option of the NIHP. Foreclosure of Homeowner's interest shall be in a court of appropriate jurisdiction. Nothing in this Contract or the NIHP shall be construed as a waiver of NTC's tribal sovereignty or its immunity from suit or execution.

8. Notices. Any notices or other communications required or permitted by this Contract to be delivered to NTC or Homeowner shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or when deposited in the United States mail, first-class, postage prepaid, addressed to NTC or Homeowner at the address set forth above, or such other new address provided in writing by the party prior to sending the notice.

9. Entire Agreement. This Contract constitutes the entire agreement between NTC and the Homeowner. It supersedes all prior oral and written understandings and agreements. It may be amended, supplemented, modified or canceled only by a duly executed written instrument. It shall bind the NTC and the Homeowner, their successors, heirs, executors, administrators, assigns and legal representatives. Nothing contained in this Contract shall be construed to give any rights or benefits hereunder to anyone other than to NTC and the Homeowner.

The parties have executed this Contract effective as of the last signature below.

HOMEOWNER(1)

Signature

Print name

Date Signed

NINILCHIK TRADITIONAL COUNCIL

By: Richard Greg Encelewski
Its: President

Date Signed”

9. NIHHP Deed of Trust:

An applicant receiving a home under the NIHHP shall properly execute the following Deed of Trust with the Ninilchik Traditional Council prior to receiving the home in order to secure their obligation to NTC.

AFTER RECORDING, RETURN TO:
Ninilchik Traditional Council
P.O. Box 39070
Ninilchik, AK 99639

LOAN # _____

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on _____.

The trustor is _____
(the "Borrower(s)")

The trustee is First National Bank of Anchorage
(Type name of selected title company if applicable) (the "Trustee")

The beneficiary is NINILCHIK TRADITIONAL COUNCIL, which is a federally recognized tribe, with offices at: 15910 Sterling Hwy. (P.O. Box 39070), Ninilchik, AK 99639 (hereinafter, the "Lender"). Borrower owes Lender the principal sum of _____.

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on _____, 20____. This Security Instrument secures to Lender: (a) payment of the debt evidenced by the Note, with interest after default, plus any modifications of the Note; (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; (c) Borrower's performance of all terms and conditions of the NIHHP Contract dated _____. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Homer Recording District, Third Judicial District, Alaska:

e.g. (T02S R14W S09 HM0970015 Anglers Crest Subdivision Addition No. 1, Lot 7, Block 4, Homer Recording District, Third Judicial District, State of Alaska.)

which has the address of _____, (hereinafter, "Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and any interest on the debt evidenced by the Note. Amounts due shall bear interest after default.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied: first, to any interest due, second, to principal due; and last, to any other charges due under the Note.

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazard. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

4. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish and use the Property as Borrower's principal residence within 60 days after execution of this Security Instrument and continue to occupy the property as principal residence for 20 years from date of this instrument unless Lender otherwise agrees in writing, which consent will not unreasonably be withheld. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 12, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. [If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.]

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Lender or its agent

may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection, specifying reasonable cause for the inspection.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, shall be paid to Lender as follows. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be returned to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

7. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

8. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

9. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower shall promptly notify Lender in writing of any change of Borrower's mailing address. Borrower agrees that any notices sent by Lender to Borrower's last known address shall constitute sufficient and effective notice. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by written notice to Borrower. Any notice provided for in this Security

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

10. Governing Law; Severability. This Security Instrument shall be governed by law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the notice which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

11. Transfer of the Property or as a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

13. Borrower's Right to Cure. At any time before foreclosure sale, if the default has arisen by failure to make payments required by the trust deed, the default may be cured by payment of the sum in default, plus attorney fees or court costs actually incurred by the trustee due to the default. If the same trust deed notice of default under this subsection has been recorded two or more times previously and the default has been cured under this subsection, the trustee may elect to refuse payment and continue the sale. This right to reinstate does not apply in cases of acceleration under paragraph 11.

14. Sale of Note. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower.

15. Acceleration. Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 11 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies

permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Lender may bring suit in any order of competent jurisdiction to foreclose the lien of this Security Instrument judicially and/or obtain judgment on the Note that it secures. Any election by Lender to invoke the power of sale provisions of this paragraph 15 shall not be considered a final and binding election of remedies that would preclude such a judicial foreclosure, until conclusion of the sale of the Property by the Trustee as described in this paragraph 15.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such note in each Recording District in which any part of the Property is located. Lender or Trustee shall mail copies of the notice to the persons and in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

16. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the report and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

17. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

18. Maturity Date. The maturity of this Deed of Trust, for purposes of A.S.34.20.150 or any similar statute, shall occur upon the full satisfaction of all indebtedness and other obligations secured by this Deed of Trust, or thirty (30) years from the execution of this instrument, whichever is later.

19. Notice of Remedies. Borrower is personally obligated and fully liable for the amount due under the Note. The holder (Lender) has the right to sue the Borrower on the Note

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

_____ [Space Below This Line for
Acknowledgment] _____

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

Witness my hand and official seal the day and year in this certificate first above written.

My Commission Expires: _____”

An applicant receiving a home under the NIHHP shall properly execute the following Promissory Note with the Ninilchik Traditional Council prior to receiving the home in order to secure their obligation to NTC.

Ninilchik, Alaska

1. **BORROWER'S PROMISE TO PAY.** I promise to pay \$_____ (_____) U.S. currency, to the order of Ninilchik Traditional Council ("NTC"), subject to the conditions and terms stated below. I understand that NTC may transfer this Note. NTC or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. PAYMENTS

(A) Purchase Price Loan Payments. Payment of the Purchase Price shall be as follows:

\$_____ (_____dollars) in 360 monthly payments, due on or before the eighth (8th) of each calendar month, without interest, with the final payment including in addition the amount required to pay off the balance of the loan.

(B) Grant Amount Payment. Where payment of all or part of the Grant Amount becomes due in accordance with paragraph 3, I will make payment in a lump sum, on or before the 30th day after NTC gives written notice and demand for payment, or without demand, on the date that I transfer the Property, or the date that the Property transfer is recorded, whichever date occurs first.

(C) Location. I agree to pay all amounts owed to NTC at P.O. Box 39070, 15910 Sterling Hwy., Ninilchik, Alaska 99639, or other place as required by NTC or the Note Holder.

(D) Interest. If I fail to make payment on the due date, the principal owed shall bear interest at the rate of 2% per annum.

3. **CONDITIONS.** I shall be obligated to pay all or part of the Grant Amount if I sell, transfer, give, or convey, at any time prior to _____, 20____ (hereinafter, the AExpiration Date@), the property and improvements described as:

(hereinafter the AProperty@).

A. I agree to pay the Grant Amount, or any lesser amount which NTC may establish pursuant to my NIHHP Contract, upon demand.

B. If I transfer the Property before the Expiration Date, voluntarily or involuntarily, I will owe the Grant Amount, less the following credits:

| Transfer within: | Grant Amount due: | Transfer within: | Grant Amount due: |
|------------------|-------------------|------------------|-------------------|
| 0-1 years | 100% | 10-11 years | 100 % |
| 1-2 years | 100 % | 11-12 years | 9/10 |
| 2-3 years | 100 % | 12-13 years | 4/5 |
| 3-4 years | 100 % | 13-14 years | 7/10 |
| 4-5 years | 100 % | 14-15 years | 3/5 |
| 5-6 years | 100 % | 15-16 years | ½ |
| 6-7 years | 100 % | 16-17 years | 2/5 |
| 7-8 years | 100 % | 17-18 years | 3/10 |
| 8-9 years | 100 % | 18-19 years | 1/5 |
| 9-10 years | 100 % | 19-20 years | 1/10 |

C. Transfers that trigger the payment obligation. A transfer occurring before the Expiration Date triggers the obligation to pay the Grant Amount, including transfers by gift, donation, sale,

barter/exchange, conveyance, option to purchase, lease with option to purchase, condemnation, governmental taking, and/or any similar transaction in which a beneficial interest in the Property is transferred to a person other than Borrower. *Excluded* transfers are: (1) transfers that NTC consents to in writing; (2) transfers that occur at the Borrower's death; and (3) inter-spousal transfers that arise out of divorce/dissolution, so long as one Borrower signing this Note remains as owner of the Property after such transfer.

4. **BORROWER'S RIGHT TO PREPAY.** I have the right to pay the principal at any time before it becomes due.

5. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) Default. If I do not pay the full monthly amount on the date it is due, I will be in default, and the principal shall bear interest at the rate specified in paragraph 2(B).

(B) Notice of Default. If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the amount due by a certain date, the Note Holder may require me to pay immediately the full amount of principal, and any interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses. If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. **GIVING OF NOTICES.** Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder written notice of my different address. Any Notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given notice of that different address.

8. **OBLIGATIONS OF PERSONS UNDER THIS NOTE.** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. **WAIVERS.** I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. NIHHP Application:

NINILCHIK INDIAN HOUSING PROGRAMS

Ninilchik Indian Housing Homeownership Program (NIHHP)

| | |
|--|---------------|
| NIHHP Quick Overview | Pg. 30 |
| Letter of Interest | Pg. 31 |
| Information Sheet | Pg. 32 |
| NAHASDA Income Guide Limits | Pg. 33 |
| Application Check List | Pg. 34 |
| Verification of Information Release | Pg. 35 |
| Application | Pg. 36 |
| Release of Information | Pg. 43 |

Ninilchik Indian Homeownership Home Program (NIHHP) Program Procedures

The Ninilchik Indian Housing Homeownership Home Program (here in after referred to as NIHHP) Seeks to provide new, safe, and affordable housing to eligible applicants.

This program is a Mortgage Buy-down Assistance Program. No down payment is required. 0 % interest will be charged. Monthly payments will be established at final time of verification of income and will not exceed 22% of your income. The Applicant's are required to: carry insurance for full recovery of the home, to pay the property taxes and to maintain the condition of the home. A yearly inspection will be conducted. Applicants will be processed on a first come first serve basis, based upon a complete application and meeting all program requirements.

Upon signing the Promissory Note, the applicant will be required to complete a homeownership class given by the NIHP staff. At this time the applicant may still back out of the Note if they so choose.

Eligibility Requirements

Must reside within NTC Tribal boundaries for a minimum of 12 consecutive months. The NTC Tribal boundary area is from the South side of the Kasilof Bridge, South to the Fox River, East to Caribou Hills then back to the Kasilof Bridge. Income must be within the 80%, but not below the 30%, current Federal Median income limits determined for the Kenai Peninsula. Applicants must not have owned a home within the last 5 years. The Applicant must demonstrate an ability to meet repayment guidelines. Must supply an employment history or other form of income history for the previous 3 years. Must supply previous 3 years of income taxes or letter from IRS stating that you did not earn enough to have to file for those 3 years. Applicant must supply a recent credit history report for each adult that will be signing the contract. The applicant's are required to update their application with their most recent income taxes yearly. This must be done until they are confirmed to be the next to receive a home. At which time the final determination of eligibility will be conducted, the 22% percent of the income will be established and a Promissory Note will be signed locking the applicant into the home. At this time you will not be required to update your finances again.

Application

Applicants who think that they qualify under the described program must fill out the application and bring in all the pertinent information to be copied. The Letter of Interest may be filled out at the time of receiving the application. This shows intent for your interest in the program. **This is not the date of your application.** Any items missing from the application file will cause it to be in the incomplete file and will not allow you to be on the list until all information is received. An incomplete file will not be considered for funding until all current items have been received. It is the responsibility of the applicant to make sure that all required documents are brought in and updated yearly with their recent filed income taxes. The application cannot be approved until all information is complete and in the file. It is the responsibility of the applicant to make sure that all of the information is complete.

Application Procedure

After the applicant has completed the application, brought in the pertinent information, the NIHP staff will send out letters/ faxes to verify all household income.

The 2 most recent Paystubs may verify employment income.

Upon receipt of all information needed for the file, staff will review the file for completeness and eligibility.

Ninilchik Indian Housing Homeownership Program
P.O. Box 39070
Ninilchik, Alaska 99639
Ph: (907) 567-3313 Fx: (907) 567-3308

LETTER OF INTEREST

DATE: _____

PRINTED NAME: _____

ADDRESS: _____

TOWN, STATE, ZIP: _____

WK PH: _____ **HM PH:** _____ **MSG PH:** _____

Regional Corporation: _____

Applicant

Co-Applicant

Village Corporation: _____

Applicant

Co-Applicant

Tribe: _____

Applicant

Co-Applicant

Attention: Ninilchik Indian Housing Homeownership Program's Staff

I/We am/are interested in the Ninilchik Indian Housing Homeownership Program and would like an application.

The Homeownership Program is funded by a grant; therefore, is limited to availability of funds. Funds will be expended on a "*first come first serve basis*". Not reporting any household changes and providing my yearly income taxes will affect my/our ranking on the list.

Applicant: _____ **Date:** _____

Signature

Co-Applicant: _____ **Date:** _____

Signature

Area of Interest: _____

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM

INFORMATION SHEET

The Ninilchik Indian Housing Homeownership Program (NIHHP) seeks to provide new, safe, and affordable housing to eligible applicants. Applications are date stamped when brought in and verified to contain all required information. Applicants name is then put on a list with those at the top of the list being the first to receive a home.

Please be aware that this program is based on very limited funding and only one home will be built per grant. An application may be put on a wait list for a few years; it is the responsibility of the applicant to check the status of their application with NIHP staff. After turning in the application and being placed on the waiting list, it will be your responsibility to keep updating your file on a yearly basis with changes in household size, income and your recent filed taxes until you sign the Promissory Note.

The home belongs to the Ninilchik Traditional Council until the occupancy agreement has been signed and an escrow is set up for the client.

The NIHP requires a recent credit report. Let it be known that we are not looking at your credit history to see if you have a clean and spotless credit history, but we are looking to ensure that you do not have any outstanding debts that are significant enough to be the cause for the loss of the home.

Applicant must demonstrate by employment history or other income history for the previous 3 years, an ability to meet repayment guidelines. Eviction is a consideration for non-payment since the NIHP uses payments received to help fund other applicants.

This is a (0%) interest grant, and no down payment is required.

Applicant will be required to maintain insurance on the structure. Applicant will also be responsible for property taxes, maintenance and upkeep of the structure.

Date of original application means the date that the NIHP has received all items required by the application in the checklist.

Any items missing from the applicant's application file will cause that application to be put on a hold status until all items are received.

It is solely the responsibility of the applicant to check the status of their application and make sure that all required documents are brought in.

I have read and understood the NIHHP Information sheet.

Applicant: _____ Date: _____
Signature

Co-Applicant: _____ Date: _____
Signature

FY03 Example:

FY2003 NAHASDA INCOME LIMITS FOR ALASKA

Kenai Peninsula Borough Median Family Income \$66,700.00

Effective 02/20/2003

**You must be at or Under the 80% Median Income But Not Below the
30% Median Income Limits to Qualify for This Program**

| Household Size | 80% Median Income | Household Size | 30% Median Income |
|-----------------------|------------------------------|-----------------------|------------------------------|
| 1 Person | \$37,350 | 1 Person | \$14,000 |
| 2 Person | \$42,700 | 2 Person | \$16,000 |
| 3 Person | \$48,000 | 3 Person | \$18,000 |
| 4 Person | \$53,350 | 4 Person | \$20,000 |
| 5 Person | \$57,650 | 5 Person | \$21,600 |
| 6 Person | \$61,900 | 6 Person | \$23,200 |
| 7 Person | \$66,150 | 7 Person | \$24,800 |
| 8 Person | \$70,450 | 8 Person | \$26,400 |

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM (NIHHP)

APPLICANT CHECKLIST

Completing your application is very important and this checklist is intended to help you fill it out properly.

Name (Print): _____ Date: _____

1. Signed Letter of Interest Date: _____
2. Signed information Sheet.
3. Application form completely filled out and signed.
4. Past (3) three years signed income tax forms that were submitted to the IRS for each family member 18 and over. Or letter from the IRS, stating that you didn't have to file for each of the last 3 years.
5. Recent Credit History Report for each of the applicants that will be signing.
6. Divorce decree or other proof of marital status.
- 7. Income verification: pay stubs for the last 2 months; or if self-employed, the last three years income tax forms including the Schedule "C"; other income type requires proof of the last 2 months.**
8. Original copy of Social Security Cards for each household member, 6 years and older unless it is on your drivers license or ID card.
9. Tribal Enrollment cards.
10. Birth Certificate for each child.
11. Driver's License or other ID card.
12. Signed Release of Information form.
13. Proof of disability and percentage of disability, if applicable.
14. Statement of assets and verification from all banks, (savings and checking) for each family member 18 and older.
15. 2 recent pay stubs from each family member 18 and older.
16. Description of current housing for past 3 years.

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM (NIHHP)

TO ALL APPLICANTS

The Ninilchik Indian Housing Homeownership Program (NIHHP) requests verification of your Tribal affiliation. Please submit a copy of your Tribal Enrollment Card. This information is helpful to the Ninilchik Traditional Council when applying for future HOME Program funds.

Federally-Recognized Tribe: _____

Village/Town: _____

State: _____

Borrower's Signature Authorization Form

To whom it may concern:

I hereby authorize the NIHP (Ninilchik Indian Housing Program), to verify my past and present employment earnings records, bank accounts, stock holdings and other asset balance that are needed to process my application. I further authorize the NIHP to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a photocopy of this form will also serve as authorization.

I also authorize the Social Security Administration or any other state or government agency to release verification of my income, date of birth, the type of benefit, the effective date and the length of time the benefit will be received to the NIHP.

The information the lender obtains is only to be used in the processing of my application.

| | | |
|--------------------|---------------------------------|---------------|
| _____ Applicant | _____ Social Security Number | _____ Date |
|--------------------|---------------------------------|---------------|

| | | |
|--------------------------------|---------------------------------|---------------|
| _____ Spouse or other adult | _____ Social Security Number | _____ Date |
|--------------------------------|---------------------------------|---------------|

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM (NIHHP)

APPLICATION

Please read and completely fill-out ALL questions to enable NIHP to process your application. Use additional paper if necessary. PRINT or TYPE.

Applicant Name: _____ Home Ph: () _____
Work Ph: () _____

Spouse Name: _____ Work Ph: () _____

Other Names Used: _____

Address: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Employer Name and Address (applicant) _____ Phone Number: _____

Date of Employment: From _____ To _____

Spouse or other Adult Income: _____
_____ Phone Number _____

Date of Employment: From _____ To _____

Have you been a HOMEBUYER? HOMEOWNER? Or received assistance for a home purchase in the last five- (5) years? No ____ Yes ____, if yes please describe below.

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM (NIHHP)

Please fill in the section as completely as possible.

Please provide tax return copies, for the last three- (3) years that were sent to the IRS.

Applicant Income from Tax Returns

Spouse Income or Other Household Member

19 _____ \$ _____
20 _____ \$ _____
20 _____ \$ _____
20 _____ \$ _____

19 _____ \$ _____
20 _____ \$ _____
20 _____ \$ _____
20 _____ \$ _____

INCOME

OTHER INCOME

Applicants Base Pay \$ _____
Spouse or Other Adult \$ _____
Other Adult \$ _____

\$ _____
\$ _____
\$ _____

ASSETS

CURRENT MONTHLY EXPENSES

Cash in Savings: \$ _____
Stocks & Bonds: \$ _____
Life Insurance: \$ _____
Cash Value: \$ _____
Mobile Home: \$ _____
Other Assets: \$ _____
Other Assets: \$ _____
Other Assets: \$ _____
Other Assets: \$ _____
Other Assets: \$ _____
Other Assets: \$ _____
TOTAL: \$ _____

Rent: \$ _____
Utilities: \$ _____
Dept Payments: \$ _____
Student Loan: \$ _____
Insurance: \$ _____
Telephone: \$ _____
Child Care: \$ _____
Car Payments: \$ _____
Other Expense: \$ _____
Other Expense: \$ _____
Other Expense: \$ _____
Other Expense: \$ _____
Other Expense: \$ _____
TOTAL: \$ _____

Have you sold any Real Estate within the last five- (5) years? YES _____ NO _____

I hereby swear and attest that all of the information provided on this application is true and correct. I understand that this is not a contract and does not bind either party. If any information is found to be false and misleading, I understand that I will be disqualified from the program or other actions may be taken against me. I also understand that the NIHP is FEDERALLY funded through the Department of Housing & Urban Development. (HUD)

Applicant: _____ Date: _____
Co Habitant: _____ Date: _____

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM (NIHHP)

Applicant Household Composition

Please list all persons who is or will be living in your home

Applicant: _____
Soc. Sec. #: _____

Co-Habitant: _____
Soc. Sec. #: _____

Other Adults: _____
Soc. Sec. #: _____

Children: _____
Soc. Sec. #: _____

Children: _____
Soc. Sec. #: _____

Children: _____
Soc. Sec. #: _____

Children: _____
Soc. Sec. #: _____

Children: _____
Soc. Sec. #: _____

Income

Please list **ALL** Income that **ALL** household members received from any source, before any deductions. (Gross Income)

| Incomes Types | Applicant | Spouse/Co-Habitant | All Adults Age 18+ |
|------------------------------------|------------------|---------------------------|---------------------------|
| Base Pay | | | |
| Overtime | | | |
| Commissions | | | |
| Bonuses | | | |
| Social Security | | | |
| Alaskan Longevity | | | |
| Native Corporations | | | |
| Native Board Payments | | | |
| Alaskan Permanent Fund | | | |
| <u>List All Other Income Below</u> | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | |

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM (NIHHP)

APPLICANT (S) CERTIFICATION FORM

Giving True and Complete Information

I/we certify that all the information provided on household composition, income, family assets, and items for allowances and deductions, is accurate and complete to the best of my/our knowledge. I/we have received the application form and the HUD form “Things you should know” and certify that the information on my/our application form is true and correct.

Reporting on Prior Housing Assistance

I/ we certify that I/we have disclosed where I/we received any previous Federal housing assistance and whether or not any money is owed. I/we certify that we did not commit any fraud, knowingly misrepresent any information, or vacate the unit in violation of the lease in any previous Federal assistance.

Owner-Occupancy Property

I/we certify that the house will be my/our principal residence and that I/we will not obtain duplicate Federal housing assistance while I/we am/are in the NIHP Program. I/we will not live anywhere else without notifying the NIHP Program immediately in writing, with 30 days advance notice. I/we will not sublease my/our property unless it has been approved by the NIHP Program in writing.

Cooperation

I/we know that I/we am/are required to cooperate in supplying all information needed to determine my eligibility. I/we understand failure or refusal to do so may result in delays or termination of this case for eligibility determination.

REMINDER: Determination of your eligibility cannot be made until all written certifications are returned to NIHHP. Verbal determinations of your eligibility cannot be made.

Criminal and Administrative Actions for False Information:

I/we understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal or State criminal law. I/we understand that knowingly supplying false, incomplete, or inaccurate information is grounds for termination from all NIHP Programs.

Signature and date of Household Adults

1) _____ 3) _____

2) _____ 4) _____

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM (NIHHP)

Notice to All Applicants

Any items missing from the application file will cause it to be an incomplete file, which will not be considered, for funding until all current items have been received.

It is the **sole** responsibility of the applicant to check on the status of their application and to make sure that all required documents are brought in.

I have read and understand the above statements.

Applicant's signature

Date _____

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM (NIHHP)

Things You Should Know

U. S. Department of Housing and Urban Development
Office of Inspector General

May 1988 p-88-2

Don't risk your chances for Federally assisted housing by providing false, incomplete, or inaccurate information on your application and rectification forms.

PURPOSE This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.

PENALTIES FOR COMMITTING FRAUD The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or rectification forms contain false or incomplete information, you may be:

- * Evicted from your apartment or house:
- * Required to repay all overpaid rental assistance you received:
- * Fined up to \$10,000.00:
- * Imprisoned for up to 5 years; and/or
- * Prohibited from receiving future assistance.

Your State and local governments may have other laws and penalties as well.

ASKING QUESTIONS When you sit down with the person who fills out your application, you should know what is expected of you. If you do not understand something, say so. That person can answer your question or find out what the answer is.

COMPLETING THE APPLICATION When you give your answers to application questions, you must include the following information:

Income:

- * All sources of money you and any "adult" member of the family receive (wages, welfare payments, alimony, social security, pensions, etc.).
- * Any money you receive on behalf of your children (child support, social security for children, etc.).
- * Income from assets (interest from a savings account, credit union, or certificate of deposit, dividends from stocks, AK Perm Dividend, etc.).
- * Earnings from a second job or part time job.
- * Any anticipated income (such as a bonus or pay raise you expect to receive).

Assets:

- * All bank accounts savings bonds, certificates of deposit, stocks, real estate, etc. that are owned by you or any adult member of your family/household who will be living with you.
- * Any business or asset you sold in the last 12 months for less than its full value, such as your home to your children.

Family/Household Members:

- * The names of all of the people (adults and children) who will actually be living with you whether or not they are related to you.

Signing the Application

- * Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- * When you sign the application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- * Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, State, or private agencies to verify that it is correct.

Re-certifications

You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must rectify. You must report on rectification forms:

- * All income changes, such as pay increases or benefits, change of job, loss of job, loss of benefits, etc. for all adult family/household members.
- * Any family/household member who has moved in or out.
- * All assets that you or your family/household members own and any asset that was sold in the last 2 years for less than its full value.

Beware of FRAUD

You should be aware of the following fraud schemes:

- * **Do not pay any money to file an application.**
- * **Do not pay any money to move up on the waiting list.**
- * **Do not pay for anything not covered by your lease.**
- * **Get a receipt for the money you pay.**
- * **Get a written explanation if you are required to pay any money other than rent (such as maintenance charges, etc.).**

Reporting Abuse

If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your project or PHA. If you cannot report to the manager, call the local HUD office or the HUD hotline at (202) 472-4200. This is not a toll free number. You can also write to the HUD Hotline, Room 8254, 451 Seventh Street, SW, Washington, D.C. 20410.

I have read and understand this bulletin:

Signed: _____ Date: _____

Signed: _____ Date: _____

NINILCHIK INDIAN HOUSING HOMEOWNERSHIP PROGRAM (NIHHP)

Ninilchik Indian Housing Programs

15910 Sterling Hwy.

P.O. Box 39070

Ninilchik, AK 99639

PH: 907 567-3313 / FX: 907 567-3308

Email: bob@ninilchiktribe-nsn.gov

RELEASE OF INFORMATION

I, _____, hereby authorize the release of any information concerning me, to the Ninilchik Indian Housing Programs / Ninilchik Traditional Council, located at 15910 Sterling Highway, P.O. Box 39070, Ninilchik, Alaska 99639. The requested information shall be used solely in the administration of NIHHP programs, and a reproduction of this release is as valid as the original. Contacts may include, but not be limited to:

- ✓ Public Assistance
- ✓ Department of Labor
- ✓ Social Security Administration
- ✓ Veterans Administration
- ✓ Division of Vocational Rehabilitation (DVR)
- ✓ Employers
- ✓ Native Corporations
- ✓ Child Support Enforcement Agency
- ✓ Bureau of Indian Affairs
- ✓ Private Individuals
- ✓ Alaska Perm. Dividend Fund
- ✓ Alaska Longevity Fund
- ✓ Any and all NTC Departments

Other (Please Name): _____

This authority shall continue until revoked in writing by the undersigned.

Applicants Signature

Date

Social Security Number

Spouse/ Co- Habitant Signature

Date

Social Security Number

12. Ninilchik Indian Housing Program's Inspection Policy:

Homeownership Inspections are conducted after the home is built and are not to be confused with the Building Inspections conducted while the home is being built.

Purpose

This Inspection Policy sets an established format that will provide technical assistance along with established procedures and steps that will be utilized to determine how Inspections will be conducted, what will be looked at, and how it will be recorded.

Objectives

Since homeownership maintenance is something that most people will not understand at the time they take possession of the home, an annual inspection will help the homeowner develop an eye for the job of maintenance and to help them establish a schedule for what things should be worked on and when. As inspectors you will help the homeowner spot those things that need to be fixed before they become a hazard to themselves or to the home.

Steps to be taken

These steps will be done in this order for all Homeownership built homes in regards to the Homeownership Inspections.

A. Initial inspection between NIHP representative and the awarded homeowner applicant/s.

This inspection is to be conducted after everything on the home is done and the Procurement Dept. has received the Final Building Inspection. This Housing Inspection Form (HIF) shall be the beginning inspection on that home that all future inspections will be able to be compared to.

Example: If a home came with curtain rods, you would not have any way of knowing that, if there wasn't even any beginning HIF inspection report.

Occasionally something will have to be completed on the final construction completion list at a later time. Instead of not allowing the applicant to move in you would list the items on the first page of the HIF report noting what would need to be completed. This way the following Inspector would look to insure that these items had indeed been completed and would then list that on the first page of the HIF report for that inspection they are conducting.

B. Notification of Inspection Letter (NIL).

This is the form letter that shall be used to notify the homeowner of the scheduled annual inspections, time and date. These will be filled out and mailed to the applicant after a time has been established by phone between the applicant and the inspector. This NIL form letter gives the applicant the reasoning behind having inspections and all the

information needed to change appointment time or dates to a later time and what is expected of them.

C. Inspection, ground rules and the HIF form.

Remember; Inspections are conducted to inspect the condition of the home and to help the homeowner become aware of their responsibility as a homeowner. You are not there to be critical of how a person lives their lives. You are there to insure that the homeowner is abiding to the contract that they signed between NTC and themselves in preserving the investment that NTC has in the home.

On the very first Home Inspection the Inspector will provide the homeowner with a copy of the blank HIF form for them to become familiar with what will be reviewed and covered in the inspections.

Inspections will take on the average of 1 to 3 hours. The inspections will be conducted with respect to the homeowner their families and their guest if applicable.

A HIF Inspection Report from a previous inspection shall be pulled, copied and then be used as a comparison while conducting recent inspections.

Upon arrival, the Inspector will make their presence known to the homeowner. You will not start your inspection without a homeowner or their appointed representative being present with you.

The Inspector will conduct the inspection and inform homeowners of any damages, deficiencies and safety hazards at the time they come upon them. This is so the homeowner understands exactly what and why something is being considered insufficient. If you have the knowledge to offer suggestions that would make the situation compliant, then do so. If you see something that is not part of the inspection but may make the home life longer then point it out and give the reasons why it would be an benefit to the homeowners, then list it in your comments section as a recommendation. Example: To put in rain gutters on a home that didn't have them when the home was built. The homeowner is under no obligation to put them on, but it is a recommendation that would be a sound one on any home that didn't have them.

After the inspection review the HIF form shall be discussed with the homeowner to see if they have any questions about any of the items and then have the Homeowner sign the HIF cover page. You must inform them that you will be mailing them a copy for their records as soon as you have transferred it onto the standard form.

The information that you have collected in the field then will be transferred onto the HIF form electronically and printed. A printed version along with the cover sheet that was signed by the homeowner will then be put in the homeowners file and a copy will then be sent to the homeowners.

D. If an inspection reveals a hazard that is imminently dangerous at the moment.

Do what you can to make the hazard safe for the moment.

Example: Signs of a short circuit on a wall. Turn the circuit off and inform the homeowner that they must get an electrician in immediately to have it fixed. Inform the homeowner that they have 10 days to do so, at which time you will be back to insure that the hazard has been fixed. List all hazards of this type in your report and notify your supervisor immediately upon arrival to the office. A letter shall be sent within 2 business days to the homeowners from the Housing Supervisor stipulating the homeowner's obligation to fix and satisfy the safety hazard immediately. The letter shall also state that upon the homeowner having had the hazard fixed, that they shall notify and provide proof of such to the NIHP Supervisor.

E. Animals.

The NIL form letter states that the homeowners are responsible for having their pets leashed and out of the way of the inspection. Please be advised that common sense is to be used since circumstances will always be different.

If an inspector is not able to get out of the car due to animals being loose, the inspector will honk their horn until the homeowners are able to come out and constrain their animals. If the homeowners do not come out the inspector is to call the homeowners to see if they are home. And if they are not home, Inspector shall note the times of arrival, time called and go back to the main office and notify your supervisor.

F. Homeowners fail to keep appointments.

If there are no signs of anyone home the Inspector will note as such and will leave a note on the door informing the homeowners that they were there for a scheduled appointment and that they would like to hear from them ASAP to establish a more suitable time for the inspection.

If homeowner is non-responsive it will be noted each time contact was attempted or made with the outcome of each attempt. If it becomes clear that the homeowner is not cooperating, you will notify your supervisor immediately so it can be dealt with accordingly. You will under no circumstance try to threaten, force or persuade the homeowner on your own.

If after 3 times of rescheduling due to the homeowner not keeping appointments, the Inspector will turn into their Supervisor the file with all attempted contacts, all rescheduled times and the reasons that the homeowner has given for not keeping the appointments.

Supervisor will then try to establish an inspection and if not able then the matter shall be turned over to the Council for review of applicant case and whether a formal grievance needs to be addressed.

G. Drugs and Drug Activity.

Any signs of drugs or activity of drugs shall not be addressed by the inspector at the home. Inspector will wait until they return to their home office and immediately inform their supervisor. Inspector will then file a report and give to their supervisor of what was seen and where on the premises.

H. Hostility or Aggressive Situations.

If during an inspection the homeowner should attempt to threaten you at any point you are to immediately leave the premises without further involvement of any kind. Once in your car LEAVE. Then pull over and note what was said and the time of incident and immediately call your supervisor. Your supervisor will at that time let you know if you should file a police report. If homeowner attempts to attack and hurt you physically, you are to immediately leave the premises and notify the proper authorities and then call your supervisor.

I. Example Notification of Inspection Letter

February 19, 2003

Blit & Blab
P.O. Box
Kasilof, AK 99
Re: Yearly Inspection

Dear Blit and Blab,

This letter is too notifying you that your home is due for its yearly inspection. We are required to inspect each home we build once a year for the term of that homes contract to verify it being maintained and taken care of.

As recipients of the Ninilchik Indian Housing Homeownership Program, you agreed to allow a NIHP representative/s to come by on a yearly basis and verify the homes condition. The purpose of these inspections is to verify that the applicants are indeed living in the home as stipulated in their contract and to see if there are any damages or deficiencies either caused naturally or by the homeowner that may exist in or around the home that could be cause for safety, health, long term or structural damage if left unattended.

If you cannot be present and would like to appoint a representative to stand in, on your behalf, you may do so but must send a letter to me with the information listed below prior to the home inspection.

1. Letter must state whom you are appointing to be your Representative in your absence.
2. Letter must state that you the applicant give permission for your chosen representatives to make statements and decisions in your behalf concerning the inspection.
 - Anything that may or could be of legal consequence will be referred directly to you personal at a later date.
3. Both Blit and yourself must sign the letter agreeing to the representative standing in your behalf.

This inspection will take between 1 to 2 hours of time and we will need to have one or both of you present to go through the home with the Inspector. Please be informed that any pet that could be aggressive must be tied up and out of the way of all the areas that the inspection will be conducted in. At the end of the inspection you will sign the inspection report as being accurately taken at the time of inspection, and then you will be sent a copy for your records at a later time.

It is our intent to follow the schedule set forth in this notice, however, due to unforeseeable circumstances that could arise, the schedule may be changed. If a change does occur, you will be notified immediately by phone of the change at which time we will try to reschedule another inspection for a later date. You will then receive a letter stating the change of inspection with a rescheduled time and date.

I thank you in advance, for your cooperation in this very important matter.

Sincerely,

Bob Crosby / Housing Director
Ninilchik Indian Housing Programs

cc: Homeowners File

I have scheduled the inspection for the following time. If this will not work or something comes up please notify us within 24 hours of this date so we can establish another time inspection.

DATE: (02/27/03) APPROX TIME: (2:30 PM)

J. Explanation of Inspection Procedures.

The annual inspection is conducted to determine the condition of the home, and to list any deficiencies since the last inspection. Only through comparison of the previous inspection will you be able to see if something has changed and due to this you must be very specific on the first time new inspections.

Below is a brief description of what is being looked for with each question.

Please refer to the Inspection Symbols on page one of the HIF form for filling in form.

| # | Insp Section: Outside Envelope | |
|----------|--------------------------------|--|
| A | Item Inspected | Explanation will include condition of |
| 1 | Front Walk/Steps | Is there a walkway |
| 2 | Handrail | Is there a handrail |
| 3 | Guardrail on Stairs | Is there a guardrail to keep people falling down stairs |
| 4 | Stair/s | How many steps are there? (Do Not Count Deck) |
| 5 | Deck | Is there a deck and the condition of it. |
| 6 | Landing | Landing at foot of stairs |
| 7 | Lighting | Is there a porch light and if so what kind. Flood, Porch Incandescent. |
| 8 | Back Walk/Steps | All the same as above Front Walk /Steps |
| 9 | Handrail | " |
| 10 | Guardrail on Stairs | " |
| 11 | Stair/s | " |
| 12 | Deck | " |
| 13 | Landing | " |
| 14 | Lighting | " |
| 15 | Propane Tank | Is there one? What kind? How many gallons? Rental? |
| 16 | Piping | All pipes buried and out of the way of being tripped over or broken. |
| 17 | Attachment | Are the pipes attached at each end secure with no signs of leaking? |
| 18 | Platform | Is there a plat form that it sits on? |
| 19 | Fuel Oil Tank | Is there one? What kind? How many gallons? |
| 20 | Filter | Where is the filter located and is it still intact, last changed when. |
| 21 | Supply Line | All pipes buried, out of the way of being tripped or broken. |
| 22 | Return Line | Is there one and if so the line 21 questions applies. |
| 23 | Vent | Is vent on top of tank clean and appear to be working? |
| 24 | Platform | Is there a platform and if so what kind. Metal/ treated 4x4 how high? |
| 25 | Electric Ser | Find main Electric Service box and list where it is on home. |
| 26 | Main Disconnect | Is there a main switch? Is it locked? Is it easy for children to get into. |
| 27 | Meter | Is meter being tampered with? |
| 28 | Ground Line | A copper line going from the service box or meter loop to a copper stake driven into the ground. |
| 29 | Ext GFI | Is there a Ground Fault Interrupter Circuit on the Service Box |
| 30 | Water | |
| 31 | Well/City | Well or is home connected to City water |
| 32 | Working | Is it working properly |
| 33 | Front Facet | Is there one? Is it working? |

| | | |
|----|--|--|
| 34 | Back Facet | Is there one? Is it working? |
| 35 | Signs of Leaks | Any signs of leaking on either front or back facet? Look for stains. |
| 36 | Sewer | |
| 37 | Septic/City | Septic Tank or City Sewer. If Septic Tank what Size? |
| 38 | Sewer on Ground | Any signs of sewer leaching onto surface? |
| 39 | Last Pumped | Ask when septic was last pumped. |
| 40 | Driveway | What kind. Gravel, Dirt, Paved |
| 41 | Comments | List condition of driveway and any other comments from section A |
| 42 | | |
| # | Insp Section: Building Envelope | |
| B | Item Inspected | Original |
| 1 | Roof | What kind. Metal, Mineral, Tabbed, Tile, |
| 2 | Soffits/ Fascia | |
| 3 | Soffits/Vents | |
| 4 | Gable Vents | Vents along the Gable clear and not blocked up. |
| 5 | Flue | |
| 6 | Rain Gutter | |
| 7 | Siding | |
| 8 | Trim | |
| 9 | Foundation | |
| 10 | Pilings | |
| 11 | Skirting | |
| 12 | Floor Soffits | |
| 13 | Low Spots by Foundation | |
| 14 | Proper Drainage away from House | |
| 15 | Painted/Maintained | |
| 16 | Siding Secured | |
| 17 | Siding Painted | |
| 18 | Trim Secured | |
| 19 | Trim Painted | |
| 20 | Metal Roof Secured | |
| 21 | Roof has Irregularities or Dips? | |
| 22 | Front Entryway | |
| 23 | Front Entryway Assessable? | |
| 24 | Ceiling / Walls | |
| 25 | Window by Door | |
| 26 | Arctic Entryway | |
| 27 | Front Door | |
| 28 | Trim | |
| 29 | Hardware/Door | |
| 30 | Screen Door | |
| 31 | Screen Door Storm Window | |
| 32 | Weather-striping | |
| 33 | Back Door Fm | |
| 34 | Trim | |
| 35 | Hardware/Door | |
| 36 | Screen Door | |
| 37 | Screen Door, Storm Window | |

| | | |
|----|----------------------------------|-----------------|
| 38 | Weather-stripping | |
| 39 | Widow by Door | |
| 40 | Comments | |
| 41 | | |
| 42 | | |
| # | Insp Section: Inside Home | |
| C | Item Inspected | Original |
| 1 | Living Room | |
| 2 | Ceiling | |
| 3 | Ceiling Trim | |
| 4 | Ceiling Fan | |
| 5 | Walls | |
| 6 | Floors | |
| 7 | Cove Base | |
| 8 | Hallway into | |
| 9 | Hallway out of | |
| 10 | Window/s | |
| 11 | Glass | |
| 12 | Screens | |
| | Trim | |
| | Hardware | |
| 13 | Electrical | |
| 14 | Switch Plate | |
| 15 | Outlet Plates | |
| 16 | Lighting | |
| 17 | TV Jack | |
| 18 | Phone Jack | |
| 19 | Heat Duct | |
| 20 | Air Vent/Duct | |
| 21 | Stair/s | |
| 22 | Carpet | |
| 23 | Cove Base | |
| 24 | Handrail | |
| 25 | Closet | |
| 26 | Pole & Shelf | |
| 27 | Lighting | |
| 28 | Basement | |
| 29 | Vapor Barrier | |
| 30 | Insulation | |
| 31 | Stair/s | |
| 32 | Handrail | |
| 33 | Guardrail Stairs | |
| 34 | Landing | |
| 35 | Lighting | |
| 36 | Switch Plate | |
| 37 | Outlet Plates | |
| 38 | TV Jack | |
| 39 | Phone Jack | |
| 40 | Floors | |

| | | |
|----|---|-----------------|
| 41 | Comments | |
| 42 | | |
| # | Insp Section: Inside Home | |
| D | Item Inspected | Original |
| 1 | <u>Kitchen & Dining Room</u> | |
| 2 | Ceiling | |
| 3 | Ceiling Trim | |
| 4 | Ceiling Fan | |
| 5 | Walls | |
| 6 | Floors | |
| 7 | Base | |
| 8 | Electrical | |
| 9 | Switch Plate | |
| 10 | Outlet Plates | |
| 11 | Lighting | |
| 12 | GFI's | |
| 13 | TV Jack | |
| 14 | Phone Jack | |
| 15 | Cabinets | |
| 16 | Countertops | |
| 17 | Doors | |
| 18 | Drawers | |
| 19 | Shelves | |
| 20 | Hardware | |
| 21 | Lazy Susan | |
| 22 | Broom Closet | |
| 23 | Lighting | |
| 24 | Floors | |
| 25 | Trim | |
| 26 | Cove Base | |
| 27 | Shelves | |
| 28 | Plumbing | |
| 29 | Sink | |
| 30 | Drains | |
| 31 | Faucet/Sprayer | |
| 32 | Dishwasher | |
| 33 | Brand Name | |
| 34 | Signs of Leaks | |
| 35 | Appliances | |
| 35 | Refrigerator | |
| 36 | Brand & Size | |
| 36 | Gas Range | |
| 37 | Brand & Size | |
| 38 | Elect Range | |
| 39 | Brand & Size | |
| 40 | Burners Work | |
| 41 | Oven Works | |
| 42 | Hood Fan | |

| | | |
|----|----------------------------------|-----------------|
| 43 | Hood Light | |
| 44 | Hood Shield | |
| 45 | Comments | |
| 46 | | |
| # | Insp Section: Inside Home | |
| E | <u>Item Inspected</u> | Original |
| 1 | Bathroom/s | |
| 2 | Ceiling | |
| 3 | Ceiling Trim | |
| 4 | Walls | |
| 5 | Floors | |
| 6 | Base | |
| 7 | Doors/Frame | |
| 8 | Trim | |
| 9 | Hardware | |
| 10 | Vanity | |
| 11 | Countertops | |
| 12 | Cabinet Doors | |
| 13 | Hardware | |
| 14 | Sink | |
| 15 | Plumbing | |
| 16 | Faucet | |
| 17 | Drawers | |
| 18 | Medicine Cab | |
| 19 | Shelves | |
| 20 | Towel Rack/s | |
| 21 | T.P. Dispenser | |
| 22 | Toilet | |
| 23 | Bathtub/Shower | |
| 24 | Surround | |
| 25 | Plumbing | |
| 26 | Faucet | |
| 27 | Curtain Rod | |
| 28 | Electrical | |
| 29 | Switch Plate | |
| 30 | Outlet Plates | |
| 31 | Lighting | |
| 32 | GFI's | |
| 33 | Vent Opening | |
| 34 | Fan | |
| 35 | Fan Switch | |
| 36 | Heat Duct | |
| 37 | Air Vent/Duct | |
| 38 | Window/s | |
| 39 | Trim | |
| 40 | Hardware | |
| 41 | Comments | |
| 42 | | |

| | | |
|----|---------------------------|----------|
| # | Insp Section: Inside Home | |
| F | <u>Item Inspected</u> | Original |
| 1 | Bathroom/s | |
| 2 | Ceiling | |
| 3 | Ceiling Trim | |
| 4 | Walls | |
| 5 | Floors | |
| 6 | Base | |
| 7 | Doors/Frame | |
| 8 | Trim | |
| 9 | Hardware | |
| 10 | Vanity | |
| 11 | Countertops | |
| 12 | Cabinet Doors | |
| 13 | Hardware | |
| 14 | Sink | |
| 15 | Plumbing | |
| 16 | Faucet | |
| 17 | Drawers | |
| 18 | Medicine Cab | |
| 19 | Shelves | |
| 20 | Towel Rack/s | |
| 21 | T.P. Dispenser | |
| 22 | Toilet | |
| 23 | Bathtub/Shower | |
| 24 | Surround | |
| 25 | Plumbing | |
| 26 | Faucet | |
| 27 | Curtain Rod | |
| 28 | Electrical | |
| 29 | Switch Plate | |
| 30 | Outlet Plates | |
| 31 | Lighting | |
| 32 | GFI's | |
| 33 | Vent Opening | |
| 34 | Fan | |
| 35 | Fan Switch | |
| 36 | Heat Duct | |
| 37 | Air Vent/Duct | |
| 38 | Window/s | |
| 39 | Trim | |
| 40 | Hardware | |
| 41 | Comments | |
| 42 | | |
| # | Insp Section: Inside Home | |
| G | <u>Item Inspected</u> | Original |
| 1 | Master Bedroom | |
| 2 | Ceiling | |

| | | |
|----|----------------------------------|-----------------|
| 3 | Ceiling Trim | |
| 4 | Walls | |
| 5 | Floors | |
| 6 | Cove Base | |
| 7 | Doors/Frame | |
| 8 | Trim | |
| 9 | Hardware | |
| 10 | Window/s | |
| 11 | Glass | |
| 12 | Screens | |
| 13 | Trim | |
| 14 | Hardware | |
| 15 | Electrical | |
| 16 | Switch Plate | |
| 17 | Outlet Plates | |
| 18 | Lighting | |
| 19 | TV Jack | |
| 20 | Phone Jack | |
| 21 | Smoke Detector | |
| 22 | Closet | |
| 23 | Pole | |
| 24 | Shelves | |
| 25 | Heat Duct | |
| 26 | Air Vent/Duct | |
| 27 | Lighting | |
| 28 | Switch Plate | |
| 29 | Doors/Frame | |
| 30 | Master Bath | |
| 31 | Ceiling/Walls | |
| 32 | Floors | |
| 33 | Medicine Cab | |
| 34 | Faucet | |
| 35 | Vanity | |
| 36 | Fan/Vent | |
| 37 | Shower/Tub | |
| 38 | Toilet | |
| 39 | T.P. Dispenser | |
| 40 | Lighting | |
| 41 | Switch Plate | |
| 42 | GFI's | |
| 43 | Window/s Glass | |
| 44 | Screen | |
| 45 | Trim | |
| 45 | Hardware | |
| # | Insp Section: Inside Home | |
| H | <u>Item Inspected</u> | Original |
| 1 | Bedroom 2 | |
| 2 | Ceiling | |

| | | |
|----|----------------------------------|--|
| 3 | Ceiling Trim | |
| 4 | Walls | |
| 5 | Floors | |
| 6 | Cove Base | |
| 7 | Doors/Frame | |
| 8 | Trim | |
| 9 | Hardware | |
| 10 | Window/s | |
| 11 | Glass | |
| 12 | Screens | |
| 13 | Trim | |
| 14 | Hardware | |
| 15 | Electrical | |
| 16 | Switch Plate | |
| 17 | Outlet Plates | |
| 18 | Lighting | |
| 19 | TV Jack | |
| 20 | Phone Jack | |
| 21 | Smoke Detector | |
| 22 | Closet | |
| 23 | Pole | |
| 24 | Shelves | |
| 25 | Heat Duct | |
| 26 | Air Vent/Duct | |
| 27 | Lighting | |
| 28 | Switch Plate | |
| 29 | Doors/Frame | |
| 30 | | |
| 31 | | |
| 32 | | |
| 33 | | |
| 34 | | |
| 35 | | |
| 36 | | |
| 37 | | |
| 38 | | |
| 39 | | |
| 40 | | |
| 41 | Comments | |
| 42 | | |
| 43 | | |
| 44 | | |
| 45 | | |
| 46 | | |
| 47 | | |
| 48 | | |
| # | Insp Section: Inside Home | |

| I | Item Inspected | Original |
|----|----------------------------------|-----------------|
| 1 | Bedroom 3 | |
| 2 | Ceiling | |
| 3 | Ceiling Trim | |
| 4 | Walls | |
| 5 | Floors | |
| 6 | Cove Base | |
| 7 | Doors/Frame | |
| 8 | Trim | |
| 9 | Hardware | |
| 10 | Window/s | |
| 11 | Glass | |
| 12 | Screens | |
| 13 | Trim | |
| 14 | Hardware | |
| 15 | Electrical | |
| 16 | Switch Plate | |
| 17 | Outlet Plates | |
| 18 | Lighting | |
| 19 | TV Jack | |
| 20 | Phone Jack | |
| 21 | Smoke Detector | |
| 22 | Closet | |
| 23 | Pole | |
| 24 | Shelves | |
| 25 | Heat Duct | |
| 26 | Air Vent/Duct | |
| 27 | Lighting | |
| 28 | Switch Plate | |
| 29 | Doors/Frame | |
| 30 | | |
| 31 | | |
| 32 | | |
| 33 | | |
| 34 | | |
| 35 | | |
| 36 | | |
| 37 | | |
| 38 | | |
| 39 | Comments | |
| 40 | | |
| # | Insp Section: Inside Home | Mechanic |
| J | Item Inspected | Original |
| 1 | Mechanic Room | |
| 2 | Ceiling | |
| 3 | Ceiling Trim | |
| 4 | Walls | |
| 5 | Floors | |
| 6 | Base | |

| | | |
|----|----------------------------------|-----------------|
| 7 | <i>Doors/Frame</i> | |
| 8 | Trim | |
| 9 | Hardware | |
| 10 | Electrical | |
| 11 | Switch Plate | |
| 12 | Lighting | |
| 13 | Outlet Plates | |
| 14 | Intake Louver | |
| 15 | Hot Water | |
| 16 | Propane, Oil, Elect | |
| 17 | Burner | |
| 18 | Piping | |
| 19 | Tank | |
| 20 | Efficiency | |
| 21 | Anode | |
| 22 | Pressure Relief Valve | |
| 23 | Water System | |
| 24 | Tank | |
| 25 | Brand & Size | |
| 26 | Piping | |
| 27 | Valves | |
| 28 | Pumps | |
| 29 | Drip Pan | |
| 30 | Heating | |
| 31 | Hot Air Furnace | |
| 32 | Brand & Size | |
| 33 | Mounting | |
| 34 | Burner | |
| 35 | Enclosure | |
| 36 | Damper | |
| 37 | Flue / Stack | |
| 38 | Last Serviced | |
| 39 | Ducting | |
| 40 | Combustion Air | |
| 41 | Burning Clean | |
| 42 | Comments | |
| 43 | | |
| # | Insp Section: Inside Home | Mechanic |
| K | <u>Item Inspected</u> | Original |
| 1 | Hot Water Tank | |
| 2 | Brand Name | |
| 3 | Tank Size | |
| 4 | Mounting | |
| 5 | Burner | |
| 6 | Jacket | |
| 7 | Boiler Water | |
| 8 | Radiation | |
| 9 | Power Vent | |

| | | |
|----|--|-----------------|
| 10 | Flue / Stack | |
| 11 | Piping | |
| 12 | Wood Stove (Brand) | |
| 13 | Flue / Stack | |
| 14 | Air Tight | |
| 15 | Mounting | |
| 16 | Door | |
| 17 | Damper | |
| 18 | Clean Out | |
| 19 | Forced Air | |
| 20 | Piping | |
| 21 | Ventilation | |
| 22 | Ducting | |
| 23 | Soffits | |
| 24 | Grilles | |
| 25 | Filters | |
| 26 | Blowers | |
| 27 | Cores | |
| 28 | Flow Rate | |
| 29 | Humidistat | |
| 30 | Safety Equip | |
| 31 | Fire Extinguisher | |
| 32 | CO2 Alarm | |
| 33 | Smoke Detector | |
| 34 | Electrical | |
| 35 | Panel Cover | |
| 36 | Circuits | |
| 37 | Clearance | |
| 38 | Schedule of Circuits | |
| 39 | Washer/Dryer | |
| 40 | Stackable | |
| 41 | Brand & Size | |
| 42 | Washer | |
| 43 | Brand & Size | |
| 44 | Dryer | |
| 45 | Brand & Size | |
| 46 | Comments | |
| 47 | | |
| 48 | | |
| 49 | | |
| 50 | | |
| | Insp Section: General Not # Mentioned | |
| L | Item Inspect | Original |
| 1 | | |
| 2 | | |

13. Termination Eviction Policy:

A. Statement of Purpose

The purpose of this policy is to establish procedures for termination and eviction of “homebuyers” participating in the Ninilchik Indian Housing Homeownership Program (NIHHP) for homeownership. The Ninilchik Indian Housing Program (NIHP), by terms of this policy, hereby provides procedural due process safeguards to the NIHHP Program “homebuyers” in addition to those provided to tenants under the NIHHP Agreement. It is intended to standardize collection and termination policies and procedures and shall be reviewed periodically to assure compliance with guidelines established by NIHP and the Tribe and the United States Department of Housing and Urban Development. Copies will be made available to “homebuyers”, and any interested party upon request and will be posted at the NIHP office.

B. Applicability

This eviction policy shall be applicable to NIHP termination and eviction of NIHHP “homebuyers” under the terms of the NIHHP Agreement. This policy is not intended to amend or modify the terms of any applicable agreement or contract.

C. Termination and Eviction Procedures

In the event a “homebuyer” fails to comply with any of their obligations under the NIHHP agreement, the NIHP may terminate the occupancy agreement and evict the “homebuyers” pursuant to the terms of the applicable NIHHP agreement and the following procedures.

1. Except in circumstances s stated in paragraph 5 below, the NIHP shall give written notice to the “Homebuyer” that they are in default and that the have 30 days from receipt of the notice in which to cure the default or the NIHHP Agreement will automatically terminate and they must vacate the premises. The Notice shall further provide that the “Homebuyer” shall have 30 days from receipt of the Notice in which to request a grievance hearing to challenge the NIHP action. The grievance hearing shall be conducted in conformance with the NIHP grievance policy.
2. In the event that the “homebuyer” fails to either: (1) prevail in challenging the default Notice in a grievance hearing, or (2) cure the default or vacate the premises within 30 days of receipt of the Notice of Default, the “Homebuyer’s” NIHHP Agreement shall automatically terminate and the “Homebuyer” must vacate the premises immediately or be subject to an action for Eviction pursuant to the Council and Tribal Council’s decision.
3. In any action for a Writ of Eviction against the “Homebuyer”, all procedural provisions contained within shall apply. This policy is for the purpose for providing additional due process safeguards to NIHHP “homebuyers”.

4. If the Council grants a Writ of Eviction against the “Homebuyer”, the NIHP shall recognize the following conditions to enforcement of the Writ:
 - a. The defendant shall either surrender the property to the NIHP within 30 days from the date of issuance of this writ, or redeem the property by purchasing it according to the terms of the NIHHP Agreement. If the defendant elects to purchase the property, within 30 days from the date of issuance of this writ, the defendant must either complete the purchase or furnish NIHP with documentation of a legally binding commitment from a financial or lending institution, acceptable to the NIHP, to finance the purchase of the home with a specified closing date no later than 75 days from the date of the issuance of the Writ of Eviction. The purchase price will be the balance on the escrow account that was set up in the beginning of the buydown.
 - b. If the defendant fails to redeem within 30 days as specified above, NIHP shall immediately direct the Alaska State Troopers to enforce the Writ of Eviction.
5. In the event that the “Homeowner” (1) engages in criminal activities in or adjacent to the premises under the NIHHP Agreement, which threatens the safety, health or welfare of the community or community residents, or (2) after receiving notice from NIHP of violation of the NIHHP Agreement obligations, the “Homebuyer” fails to correct within the specified time period, and such failures results in a public nuisance or threat to the safety or health of community residents, NIHP shall be authorized to immediately terminate the NIHHP Agreement by giving written termination notice to the “Homebuyer” stating that they must vacate the premises within 30 days or an Action of Eviction shall be brought pursuant to above specifications.
6. Nothing in this policy is intended to limit the rights or obligations of either NIHP or the “Homebuyer” established under the NIHHP Agreement or applicable Tribal or Federal law.

I, _____, understand the termination and Eviction Policies I have just read.

signature

Date

notary

NOTICE OF DELIQUENCY IN PAYMENT

DATE: _____

TO: _____

You are hereby notified that your payment of _____
dollars (\$) due on or before _____, has not been received by
the undersigned.

If said payment is not made by _____, the undersigned shall invoke
the remedies under the Agreement signed and dated on _____, together
with such other remedies that the undersigned have.

NIHP Agent: _____
Signature

Date: _____

**NOTICE OF DELINQUENCY
AND
INTENTION TO TERMINATE**

TO: _____

The Ninilchik Indian Housing Program hereby serves Notice of Delinquency and Intention to Terminate on you, based on their determination that you have breached your agreement with the Housing Program in the following manner:

As you are aware, strict compliance with the terms of your agreement is required for your continued occupancy of your unit. The Housing Program hereby demands that you immediately correct the above-stated breach. Correction of the above-stated breach will require you to take the following action within thirty (30) days from the date of this Notice:

If you fail to correct the above-stated breach within thirty (30) calendar days from the date of this Notice, the Housing Program will file a Complaint seeking eviction and damages with the Tribal Council of the Ninilchik Traditional Council.

You are further notified that you may, at your option, seek a meeting with a representative of the Housing Program to discuss your case.

By: _____
Housing Program Director

14. Policy on Enforcement of Housing Agreements:

A. Purpose

The purpose of this policy is to provide a uniform and fair process for enforcing housing agreements. This policy covers all programs operated by the Ninilchik Indian Housing Programs (NIHP) under Native American Housing Assistance and Self-Determination Act of 1996. Any other programs administrated by NIHP maybe governed by separately adopted policies and procedures.

B. General Policy on Enforcement

NIHP will enforce housing contracts in a way that considers NIHP's interest in the subject property, fairness toward participants as a group, the participant's individual circumstances, ability to pay, ability to cure violations, and NIHP's goal of continuing to provide the maximum level of assistance to its members. The mechanisms used to enforce compliance with particular NIHP housing assistance agreements are stated below.

C. Homeownership Program

The Ninilchik Indian Housing Homeownership Program involves conditional purchase agreements, where NIHP is the record owner of the property and the participant is called a "homebuyer".

The Housing assistance agreement will be the form of a Ninilchik Indian Housing Homeownership Program (NIHHP) contract, providing for monthly payments and eventual receipt of record title once homebuyer complies with all of the contract terms. The contract shall state all occupancy obligations of the homebuyer. The procedures for termination notice will be stated in the NIHHP contract/agreement. Generally, not less than 30 days notice of termination will be provided before a termination may become effective. Any collection faction or action for possession (eviction) shall comply with local ordinances, or in the absence of local law, with applicable federal or state law.

The housing assistance agreement will be in the form of a NIHHP Agreement, secured by a Deed Of Trust and Promissory Note. The NIHHP Agreement will state the occupancy obligations of the homeowner. Enforcement of the agreement shall be by the foreclosure termination policy.

D. ALL Termination

NIHP shall provide all participants an opportunity to examine any relevant documents, records, or regulations directly relevant to their termination, eviction, possession action, foreclosure, or collection action as applicable. Such documents will be made available, at the participants request, prior to any hearing or trial.

E. Small Claims Actions

Authorized staff of NIHP may file small claims actions to collect unpaid financial obligations.

F. Grievance Procedures

NIHP has adopted grievance procedures available to housing participants who are aggrieved by NIHP action. NIHP may limit these grievance actions in cases where NIHP is enforcing termination's or evictions that involve serious life, health or safety issues, criminal activity, drug-related criminal activity, serious damage to NIHP's property and similar misconduct.

G. Tribal Council & Tribal Ordinances

All housing contracts will be governed by tribal law. Where legal issues, standard, or procedures are not addressed by Tribal Law, the comparable state or federal laws will apply. The Tribe may, at its option, require that any disputes under housing assistance contracts be brought into tribal council or tribal court, including enforcement action by NIHP. Applicants for assistance must, as a condition of receiving such assistance, agree to resolve any disputes arising out of the NIHP program of their housing assistance contract in tribal council or tribal court, at the option of the Tribe.

H. Due Process

It is the intention of the Ninilchik Indian Housing Program that no property interest of a participant be taken or materially affected without procedural due process.

I, _____, understand the policy on enforcement of housing agreements.

signature

date

notary

15. NIHHP Eviction Grievance Procedures:

A. Right to a hearing

Upon filing of a written request as provided herein, a complainant shall be entitled to a hearing before the Ninilchik Traditional Council.

B. Definitions

1. **COMPLAINANT** is defined as any tenant or participant in a HUD-assisted Housing Project operated by the Ninilchik Indian Housing Program, whose rights, duties, welfare, or status are, or may be adversely affected by the NIHHP action or failure to act, and who files a grievance or complaint informally with the Ninilchik Indian Housing Program.
2. **GRIEVANCE OR COMPLAINT** is defined as any dispute with respect to the Ninilchik Indian Housing Homeownership Program's action or failure to act in accordance with the Ninilchik Indian Housing Homeownership Program (NIHHP) Agreement requirements or regulations, policies, or procedures which affects the rights, duties, welfare or status of the complainant.

C. Procedure Prior to a hearing

1. Any grievance or complaint shall be personally presented in writing to the Ninilchik Indian Housing Program Office so that the grievance may be informally discussed and settled without a hearing. The grievance or complaint must be signed by the complainant and filed in the Ninilchik Indian Housing Program office within ten (10) working days of the Ninilchik Indian Housing Program action or failure to act, which is the basis of the grievance.
2. The Complainant and the Ninilchik Indian Housing Program Director will attempt to resolve the problem at the time the complaint is presented to the Ninilchik Indian Housing Program
3. Within three (3) working days, the Ninilchik Indian Housing Program Director will send a letter to the complainant summarizing the discussion. The summary shall specify the names of the participants in the discussion, the date of the discussion, the proposed disposition of the complaint and the reasons therefore. The letter must advise the complainant of his rights to a hearing and the procedure by which such a hearing may be obtained.

D. Procedure to obtain a hearing

REQUEST FOR A HEARING: The Complainant shall submit a written request for a hearing to the Ninilchik Indian Housing Program Director within ten (10) days after receipt of the summary of the informal discussion and decision of the Housing Program and reasons therefore. The written request shall specify the reasons for the grievance and the action or relief sought.

E. Hearing Prerequisite

All grievances shall be personally presented pursuant to the informal procedure as a condition to a hearing under this section.

F. The Hearing

1. The hearing shall be held before the Ninilchik Traditional Council
2. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
 - a. The opportunity to examine before the hearing and at the expense of the complainant to copy all documents, records and regulations of the Ninilchik Indian Housing Program that are relevant to the hearing. Any document not made available after request therefore by the complainant may not be relied upon by the Ninilchik Indian Housing Program at the hearing.
 - b. The right to be represented by counsel or other person chosen as his or her representative.
 - c. The right to a private hearing unless the complainant request a public hearing.
 - d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied upon by the Ninilchik Indian Housing Program and to confront and cross-examine all witnesses on whose testimony the Ninilchik Indian Housing Program relies: and
 - e. A decision based solely and exclusively upon the facts presented at the hearing.
3. If the complainant or the Ninilchik Indian Housing Program fails to appear at a scheduled hearing, the Ninilchik Traditional Council may make a determination to postpone the hearing for a period of not to exceed five (5) business days or may make a determination that the party has waived his or her right to a hearing. Both the complainant and the Ninilchik Indian Housing Program shall be notified of such a determination.
4. At the hearing, the complainant must first make a showing of entitlement to the relief sought and therefore the Ninilchik Indian Housing Program must sustain the burden of justifying the Housing Program action or failure to act against which the complainant is directed.
5. The hearing shall be conducted informally by the Ninilchik Traditional Council. Oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to whether that evidence would be admissible under the rules of evidence employed in Judicial proceedings.

G. Decision of the Ninilchik Traditional Council

1. The decision of the Ninilchik Traditional Council shall be based solely and exclusively on facts presented at the hearing and applicable Federal and Tribal laws, HUD and NAHASDA regulations and the Ninilchik Indian Housing Program.
2. The Ninilchik Traditional Council shall prepare a written decision together with the reasons therefore within ten (10) working days after the hearing. A copy of the decision shall be sent to the complainant and the Ninilchik Indian Housing Program. The Ninilchik Indian Housing Program shall retain a copy in the participants folder.
3. The decision of the Ninilchik Traditional Council shall be final and binding on the Ninilchik Indian Housing Program.

I, _____, understand the Grievance Policies and Procedures.

signature

date

notary

Grievance Checklist
(to be kept in participant's file)

HEARING

1. Date of Request: _____
2. Reason for Grievance: _____

3. Relief Sought: _____

4. Ninilchik Traditional Council members: _____

5. Date of Notice of Hearing: _____
6. Date of Hearing: _____
7. Parties Present: _____

8. Witnesses Present: _____

DECISION

1. Date of Decision: _____
2. Decision and Reasons: _____

3. Date and Name of Action, if any, by NTC's Council: _____

Describe any additional facts or occurrences that are relevant to this case but that are not specifically provided for above.

Notice of Rights

You have submitted a request for hearing to the Ninilchik Indian Housing Program Director and a hearing has been scheduled for _____ am/pm on _____, 20____, at (place) _____. You are entitled to a fair hearing providing the basic safeguards of due process.

In particular, the rights you have include:

1. The opportunity to examine before the hearing, and to copy at your own expense, all documents, records, and regulations of Ninilchik Indian Housing Program, that are relevant to the hearing.
2. The right to be represented by another person of your choosing.
3. The right to present evidence and arguments in support of your grievance/termination, to dispute evidence relied upon by Ninilchik Indian Housing Program, to confront and cross-examine witnesses upon whose testimony Ninilchik Indian Housing Program relies, and to have other make statements on your behalf.

A copy of the Ninilchik Indian Housing Program's Grievance Policy and Procedures is posted in the Ninilchik Indian Housing Program's office for your review, and you will be provided with your own copy, upon a signed contract or lease.

You may have rights in addition to those specified and Ninilchik Indian Housing Program encourages you to seek legal advise in order best to present your grievance and preserve your rights.

Section III. (Modernization/Rehabilitation Program)

1. Modernization/Rehabilitation Program Overview/Requirements:

The Ninilchik Indian Housing Program (NIHP) has established a program targeted for repairs and upgrades of homes for NTC enrolled Tribal members, and other Alaska Natives, American Indians who are not currently enrolled and are elderly, disabled, and/or low income. Policies and procedures have been made to allow NIHP to provide the following services; ensuring units are handicapped accessible; ensure that health and safety issues are repaired; work to improve energy upgrades; and general repairs. This is a once in a lifetime award for AK Natives/American Indians and per home/household. Dollar amount is dependent upon project cost and funding available. Project approval is through the NTC Executive Director and the Ninilchik Traditional Council. Basic guidelines are that applicants are enrolled Tribal members, elderly, disabled, low-income and/or not currently enrolled Alaska Native and American Indians that have established a need and reside within our tribally designated boundary area.

2. Lead Based Paint:

Because of a law passed by Congress all homes built before 1978 will need to be tested for Lead-Based Paint prior to receiving Federal Funds. The intent of this law is to lower the chance for lead related poisonings in children through the ingestion of lead paint. Unfortunately, as of yet Alaska is not in a position to follow through with this at a reasonable cost for programs such the Modernization/Rehabilitation Program. Therefore, the NIHP shall require that the applicant provides proof of when the applicant's home was built. If the home was built before January 1st 1978, NIHP requires a Certification of no lead in your home from an EPA Certified Inspector/Firm.

3. Modernization/Rehabilitation Program Right to Lien:

The following is a set of guidelines for funding through the Modernization/Rehabilitation Program and the required lien system: (Subject to change according to funding)

0 - \$ 5,000.00 No right to lien, no re-payment will be expected from the participant
5,001.00 - \$15,000.00 Right to lien per NAHASDA Section 256.9.

No re-payment is required within the established time unless the applicant is found non-compliant within the established time frame. If settlement is necessary, the applicant will repay the full amount of costs associated with this grant based on the payback scale.

4. Modernization/Rehabilitation Program Limits:

The Ninilchik Indian Housing Program (NIHP) has established maximum program limits for assistance with the Modernization/Rehabilitation Program. The maximum assistance provided under this program is fifteen thousand dollars (\$15,000), however, a program limit of five thousand dollars (\$5,000) has been established for mobile homes.

5. Modernization/Rehabilitation Useful Life:

The Useful life for projects over \$5,000 is 2 years. The useful life for projects under \$5,000 is 0 years.

6. Modernization/Rehabilitation Procurement Procedures:

The Ninilchik Indian Housing Programs (NIHP) shall utilize the Ninilchik Traditional Council's (NTC) Procurement Policies and Procedures when obtaining services, goods, or contracts for any of its programs. The following details establish responsibilities of those involved in the procurement process for the Modernization/Rehabilitation Program:

A. Upon Procurement's Receipt of Requisition:

1. Project Number.
2. U.S. Department of Housing & Urban Development (HUD) Wage Determination.
3. Inspection Quote for Project (NIHP is responsible for inspection fees for the Program. With paying Davis-Bacon wages on such a small amount, the inspector fees would eat up unnecessary dollars).

B. Acquisition of Contractor (via NTC Procurement Officer):

1. Bid Proposal Packages to Contractors.
2. Open/Close date of Bid Proposal.
3. Selection of Contractor.
4. Contact U.S. Department of Housing & Urban Development for any modification of first (1st) wage determination.
5. Signing of contract between NTC Council President and the Contractor.
6. Monitoring of project.
7. Payment to Contractor for work completed, based on inspection schedule and completion.
8. Payment to Inspector, upon request of inspection completed report.

C. Contractor's Responsibility:

1. Signing of Contract between Ninilchik Traditional Council and Contractor.
2. Arranging plans approval and permit for construction.
3. Arranging workers and scheduling subcontractors.
4. Construction Project Management.
5. Notification of Inspector for phases of construction.
6. Completing project within terms of contract.

D. Client's Responsibility:

1. Working with Contractor on scheduling work times.
2. Utilities during construction.
3. Not to interfere with Contractor's work. Contractor is under contract. No modifications on work maybe requested to the Contractor. The Contractor is working based on the narrative and on-site visit scope of work, that was submitted with client application. CLIENT MAY NOT MAKE CHANGES WITHOUT NOTIFICATION TO NTC AND CONTRACTOR. UPON ACCEPTANCE AND APPROVAL, AN AMENDMENT SHALL BE DONE.

7. **Application:** (Requirements in the application and the application contents are NIHP Policy)



Ninilchik Traditional Council

Ninilchik Indian Housing Program

P.O. Box 39070

Ninilchik, AK 99639

PH: 907-567-3313 *FAX: 907-567-3308

Email: bob@ninilchiktribe-nsn.gov

Website: <http://www.ninilchiktribe-nsn.gov/>

Modernization/Rehabilitation Program

| | |
|--|---------------|
| Program Description | Pg. 74 |
| Program Check List | Pg. 75 |
| Application Checklist | Pg. 76 |
| Application | Pg. 77 |
| Client Rights/Responsibilities | Pg. 81 |
| Grievance Procedures | Pg. 81 |
| Applicant Certification | Pg. 82 |
| Release of Information | Pg. 83 |
| Waiver of Liabilities | Pg. 84 |
| Applicant's Narrative | Pg. 85 |
| Things You Should Know | Pg. 86 |
| Housing Assistance Agreement | Pg. 88 |
| Pay Back Schedule | Pg. 89 |
| Final Eligibility Determination | Pg. 90 |

Ninilchik Indian Housing Program
Modernization/Rehabilitation Program

The Ninilchik Indian Housing Program (NIHP) has established a program targeted for repairs and upgrades of homes for our enrolled Tribal members, and other Alaska Natives, American Indians who are not currently enrolled and are elderly, disabled, and/or low income. Policies and procedures have been made to allow NIHP to provide the following services; ensuring units are handicapped accessible; ensure that health and safety issues are repaired; work to improve energy upgrades; and general repairs. **This is a once in a lifetime award for AK Natives/American Indians and per home/household.** Dollar amount is dependent upon project cost and funding available. Project approval is through the NTC Executive Director and the Ninilchik Traditional Council. Basic guidelines are that applicants are enrolled Tribal members, elderly, disabled, low-income and/or not currently enrolled Alaska Native and American Indians that have established a need and reside within our tribally designated boundary area.

Because of a law passed by Congress, all homes built before 1978 will need to be tested for Lead-Based Paint prior to receiving Federal Funds. The intent of this law is to lower the chance for lead related poisonings in children through the ingestion of lead paint. Unfortunately, as of yet Alaska is not in a position to follow through with this at a reasonable cost for programs such as ours. Therefore, we now require that the applicant provides proof of when the applicant's home was built. If the home was built before January 1st 1978, NIHP requires a Certification of no lead in your home from an EPA Certified Inspector/Firm.

If you are interested in, and agree to all guidelines, then please fill out the application and provide all the necessary information to be placed on the waiting list for Mod/Rehab program.

The following is a set of guidelines for funding through our grants and lien system:
(Subject to change according to funding)

0 - \$ 5,000.00 No right to lien, no re-payment will be expected from the participant

5,001.00 - \$15,000.00 Right to lien per NAHASDA Section 256.9.

No re-payment is required within the established time unless you sell or are found non-compliant within the established time frame. If settlement is necessary, you will repay the full amount of costs associated with this grant based on payback scale.

** \$5,000.00 *** Limit on mobile homes.....

I have read the above statement and understand and agree to all terms made by NIHP and the selected contractor.

_____/_____/20_____
Applicant

Date

Ninilchik Indian Housing Program
Modernization/Rehabilitation Program
Program Checklist

SUB: Rehabilitation/Modernization Participant Program Conditions.

You are required and must agree to all the following conditions before your application will be processed. Please initial to having read and understanding each condition.

*Initial
Here*

The Program requires that if during the contract period you should rent or sell your home, you will be required to do so to a low-income Alaskan Native/ American Indian or repay the balance owed to the NIHP to clear your contract with the NIHP. Verification of eligibility will be required & conducted by NIHP staff on prospective buyers/renters.

You will agree to allow NTC to place a "Deed of Trust" against your property for the required payback period.

You must provide proof of age of home. All homes built before 1/1/78 must have a Certification of no Lead-Based Paint present from a Certified Inspector / Firm.

All repairs will be contracted out through Ninilchik Traditional Council, Procurement Officer/Finance Department. An appointed Housing Representative will do oversight of the job.

Before any work begins on the participant's house, the homeowner, contractor and NIHP rep will review the scope of work, addressing any moving or removal of household goods and an agreed upon time schedule for work and purposed job completion.

It is agreed upon that the Applicant will not have or allow any household member or anyone else to discuss the scope of job directly to the Contractor or make changes to or from the scope of the job originally agreed on.

Any complaints or concerns will be addressed to the NIHP case representative and not to anyone else.

Applicant also understands that any breach of these rules or over complaining may and can result in immediate termination of the job and applicant can be made subject to re-pay for work already done and for any and all attorney fees associated with termination of job from both NTC and the awarded Contractor.

Any disagreement to this agreement will be addressed and resolved prior to application being reviewed by NIHP staff.

I have read and understand the above conditions and agree to all the terms made by NIHP.

_____/_____/20_____
Applicant Date

_____/_____/20_____
Co-Habitant Date

Ninilchik Indian Housing Program
Modification/Rehabilitation Program
Application Checklist

Please Provide All Information Below.

Remember applications will NOT be started until ALL Information is provided.

- c Application form - completely filled out and signed.
- c Past 3 years signed income tax forms w/ 1099's & W-2's that were submitted to IRS. . Or letter from the IRS, stating that you didn't have to file for each of the last 3 years.
- c Proof of income for entire household for last 12 months.
- c Divorce Decree (if it applies to you).
- c BIA or CIB Card- Certification of Indian Blood (issued by the Bureau of Indian Affairs).
- c Picture ID, Drivers License or Passport.
- c Original Social Security Cards or CLEARLY shown on Drivers license or State ID card for Applicant & Co-Applicant. Soc. Sec. cards for all children and all household members.
- c Birth certificates & Social Security Cards for each child.
- c If Disabled- Proof of Disability from Doctor or other legal source stating disability.
- c Proof of income for entire household for last 30 days. *Paystubs, Pensions, Social Security, Disability Payments, VA payments, ATAP-AFDC-FS-AAP printout, Unemployment Benefits payment stubs, Child Support, Alimony.*
- c Any Native Dividends received monthly, semi annual, or yearly.
- c Any other payments received monthly, semi annual, or yearly.
- c Quit Claim, Warranty Deed or Title for home to be worked on.
- c Tax Appraisal for home to be worked on.
- c Current Property Tax Bill showing that all property taxes are paid up and current.
- c Proof of Age of Home.
- c Pre 1978 Homes must have a Certification that the home is Lead-Based paint free from a Certified Inspector/Firm.

Please remember, if information is not brought with you it will only delay the approval process.

If you have questions or if you need to make an appointment please call Bob at (907) 567-3313

I have read and supplied the above information and understand that providing false information will disqualify me and can result in legal action.

_____/_____/20_____
Applicant's Signature *Date*

_____/_____/20_____
Spouse/Co-Habitants Signature *Date*

Ninilchik Indian Housing Program
Modernization/Rehabilitation Program

Application

Date: _____

Other Names Used: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____

E-mail Address: _____

Village: _____ Tribe: _____

Emergency Contact: _____

High School Graduate? ____ Yes ____ No GED? ____ Yes ____ No

Month/ Year Graduated: _____

Name of School: _____

Location: _____

Are you a Veteran? ____ Yes ____ No Date of Service: _____ Branch: _____

Type of Discharge: _____

Please list all persons in you're household.

Please circle **DD** if an individual is (Developmentally Disabled) or **SN** of an individual is (Special Needs).

Developmentally Disabled- Must provide proof that family member has a Developmental Disability.

Special Needs Child is:

In Child Protective Care.

An Indian Child Welfare Case.

Physically or mentally challenged (physically or mentally incapacitated children are those that have a physical or mental impairment that acts as a significant barrier to education and/ or employment.)

Homeless.

If you need additional space, please enclose another page with application.

| Household Members Starting with Yourself | DD/ SS or NA (Not Applicable) | Last 12 Months Income | AK Native /Am Indian Or Other |
|---|----------------------------------|-----------------------|----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Income Sources (Interim Assistance)

Please fill in the dollar amount for the type of income you have received for the last 30 days. The annual income, fill in the dollar amount you have received for the last 12 months. Ask for assistance if you do not understand. Verification must be provided.

| Type of Income Received | 30 Days | 12 Months |
|--------------------------------|----------------|------------------|
| Earned Income | | |
| Unemployment Benefits | | |
| TAN / ATAP | | |
| General Assistance (GA) | | |
| General Relief (GR) | | |
| Social Security Income | | |
| Child Support Income | | |
| Foster Care Payments | | |
| Food Stamps Received | | |
| Alaska Permanent Dividend | | |
| Native Corporation Dividends | | |
| Native Corporation Dividends | | |
| Are You A Vet? Yes / No | | |
| VA Payments Received | | |
| Other | | |

Monthly Expenses

| Shelter Expense | Amount | Misc. Expenses | Amount |
|--------------------------|---------------|-----------------------|---------------|
| House Payment/ Rent | | Car Payment | |
| Electricity | | Car Insurance | |
| Heating | | Groceries | |
| Phone (Base Charge Only) | | Child Care | |
| Home Insurance | | Other | |
| Other | | Other | |

Current Employment and /or Education/ Training Activity

| Application Information | Applicant | Spouse/Co Habitant |
|--------------------------------|------------------|---------------------------|
| Job Title/ Course of Study | | |
| Employer / Training Institute | | |
| Address | | |
| Contact Person | | |

Residency

Residency Verified By: AK Perm Fund ____ Fishing Lic. ____ AK. Lic. ____ Other ____

Other Being: _____

Staff: _____

To Be Filled Out By Staff Official

Please Review to Make Sure All Information is Supplied.

Verification of Identity

Head () Drivers License/ State ID # _____ Exp. Date: ____/____/ 20____
() Birth Certificate – State of Issue: _____
() Other – Describe: _____

Spouse () Drivers License/ State ID # _____ Exp. Date: ____/____/ 20____
() Birth Certificate – State of Issue: _____
() Other – Describe: _____

Verification of Indian Blood

BIA Card () Tribe: _____ Roll # _____
Tribe Card () Tribe: _____ Roll # _____
Other () Describe: _____ Roll # _____

Verification of Homeownership

Warranty Deed: _____ Quit Claim: _____ MHOA: _____
Tax Valuation or Appraised Value: \$ _____ Balance Owning? Yes ____ No ____
Statement from Lending Institution showing current balance owing: \$ _____
Name of Lending Institution: _____ Ph: _____

Verification of Other Assets

Type of Asset: _____
Current Balance: \$ _____ Interest Rate: \$ _____

Type of Asset: _____
Current Balance: \$ _____ Interest Rate: \$ _____

Verification of Income

| Source | Amount | Per Month/ Week/ Bi-Week | Verified By |
|--------|--------|--------------------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

CLIENT RIGHTS/RESPONSIBILITIES

Rights

The Client has a right to...

- ✓ Be treated with respect.
- ✓ Be treated without regard to race, color, creed, national origin, religion, sex, sexual preference or age.
- ✓ Be treated without regard to disability unless treatment being provided makes treatment hazardous to the individual.
- ✓ Have all personal information treated in a confidential manner.
- ✓ Review his/her file with an appropriate staff present.
- ✓ Be fully informed regarding any and all fees associated with his/her services received from NIHP.

Responsibilities

The Client has the responsibility to.....

- ✓ Treat NIHP staff with respect.
- ✓ Be accurate and complete as possible when providing information to NIHP.
- ✓ To carry out NIHP program rules and regulations related to the program he/she is applying for.
- ✓ Actively participate in decision and perform those activities made in the decision making process regarding any services received from NIHP.
- ✓ Inform NIHP staff of any changes in address, income, etc.

CLIENT GRIEVANCE PROCEDURE

A procedure has been established and maintained by Ninilchik Indian Housing Programs to assist clients in resolving any complaints or grievances arising from a real or perceived violation of client rights.

No specific form is necessary to file a grievance, however a grievance must be in writing. You must clearly state the problem(s) by detailing the action taken or not taken by NIHP staff and outline possible solutions and / or resolutions.

An earnest effort will be made by NIHP staff to resolve problems encountered during all stages of program participation. The following steps outline the recommended procedure for attempting prompt resolutions to complaints/grievances regarding the service components of the Ninilchik Indian Housing Program:

1. Submit a complaint in writing to the NIHP Housing Director. An informal meeting will be scheduled to discuss the complaint. If the complaint cannot be resolved informally, the Housing Director shall, within 10 days after the receipt of the complaint, issue a written decision and inform the opportunity to further appeal the matter outlined in Step 2 below.
2. If unsatisfied with the written decision by the Housing Director, submit an appeal, in writing too the Ninilchik Traditional Council, C/O Executive Director, P.O. Box 39070, Ninilchik, AK 99639. A hearing will be scheduled within 30 days of receipt of the appeal. The Executive Director will issue a written response within 10 days of the hearing with the Ninilchik Traditional Council.

Ninilchik Indian Housing Program
Modernization/Rehabilitation Program

Applicant Certification

I hereby certify that all information made on or in connection with this application is true and complete to the best of my knowledge. I understand that if I deliberately enter false information on this form, I may receive a \$10,000 fine, imprisonment for not more than two years, or both. I also understand that any misrepresentation or concealment of material fact will be sufficient grounds for rejection of my application, removal from any eligibility list, or suspension from any NTC program participation and services.

_____/_____/20_____
Applicant's Signature *Date*

_____/_____/20_____
Spouse/Co-Habitants Signature *Date*

Ninilchik Indian Housing Programs

15910 Sterling Hwy.

P.O. Box 39070

Ninilchik, AK 99639

PH: 907 567-3313 / FX: 907 567-3308

E-mail: bob@ninilchik-nsn.gov

RELEASE OF INFORMATION

I, _____, hereby authorize the release of any information concerning me, to the Ninilchik Indian Housing Programs / Ninilchik Traditional Council, located at 15910 Sterling Highway, P.O. Box 39070, Ninilchik, Alaska 99639. The requested information shall be used solely in the administration of NIHP programs, and a reproduction of this release is as valid as the original. Contacts may include, but not be limited to:

- ✓ Public Assistance
- ✓ Department of Labor
- ✓ Social Security Administration
- ✓ Veterans Administration
- ✓ Division of Vocational Rehabilitation (DVR)
- ✓ Employers
- ✓ Native Corporations
- ✓ Child Support Enforcement Agency
- ✓ Bureau of Indian Affairs
- ✓ Private Individuals
- ✓ Alaska Perm. Dividend Fund
- ✓ Alaska Longevity Fund
- ✓ Ninilchik Traditional Council's Tribal Services

Other (Please Name): _____

This authority shall continue until revoked in writing by the undersigned.

Applicants Signature

Date

Social Security Number

Spouse/ Co- Habitant Signature

Date

Social Security Number

Access, Waiver of Liability & Hold Harmless Agreement

1. In consideration for _____,
I give _____ access to _____.
2. In consideration for participating in _____ and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE _____, the officers, agents and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me while participation is such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
3. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity. Including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss of damage to property owned by me as a result of being engaged in such an activity.
4. I agree to HOLD HARMLESS THE RELEASEES from any loss, liability, damage or cost, including court costs and attorney's fees, that may incur due to my participation in said activity.
5. I UNDERSTAND THAT THE RELEASEES WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COST ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Access, Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand on this Date of: ____/____/20____.

Participant: _____

Witness: _____ Date: ____/____/20____.

APPLICANTS NARRATIVE

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

_____/_____/20
Spouse/Co-Habitants Signature Date

May 1988 p-88-2

Things You Should Know

Don't risk your chances for Federally assisted housing by providing false, incomplete, or inaccurate information on your application and rectification forms.

PURPOSE This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.

PENALTIES FOR COMMITTING FRAUD The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or rectification forms contain false or incomplete information, you may be:

- * Evicted from your apartment or house:
- * Required to repay all overpaid rental assistance you received:
- * Fined up to \$10,000.00:
- * Imprisoned for up to 5 years; and/or
- * Prohibited from receiving future assistance.

Your State and local governments may have other laws and penalties as well.

ASKING QUESTIONS When you sit down with the person who fills out your application, you should know what is expected of you. If you do not understand something, say so. That person can answer your question or find out what the answer is.

COMPLETING THE APPLICATION When you give your answers to application questions, you must include the following information:

Income:

- * All sources of money you and any "adult" member of the family receive (wages, welfare payments, alimony, social security, pensions, etc.).
- * Any money you receive on behalf of your children (child support, social security for children, etc.).
- * Income from assets (interest from a savings account, credit union, or certificate of deposit, dividends from stocks, AK Perm Dividend, etc.).
- * Earnings from a second job or part time job.
- * Any anticipated income (such as a bonus or pay raise you expect to receive).

Assets:

- * All bank accounts savings bonds, certificates of deposit, stocks, real estate, etc. that are owned by you or any adult member of your family/household who will be living with you.
- * Any business or asset you sold in the last 12 months for less than its full value, such as your home to your children.

Family/Household Members:

- * The names of all of the people (adults and children) who will actually be living with you whether or not they are related to you.

Signing the Application

- * Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- * When you sign the application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- * Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, State, or private agencies to verify that it is correct.

Recertifications

You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must rectify. You must report on rectification forms:

- * All income changes, such as pay increases or benefits, change of job, loss of job, loss of benefits, etc. for all adult family/household members.
- * Any family/household member who has moved in or out.
- * All assets that you or your family/household members own and any asset that was sold in the last 2 years for less than its full value.

Beware of FRAUD

You should be aware of the following fraud schemes:

- * **Do not pay any money to file an application.**
- * **Do not pay any money to move up on the waiting list.**
- * **Do not pay for anything not covered by your lease.**
- * **Get a receipt for the money you pay.**
- * **Get a written explanation if you are required to pay any money other than rent (such as maintenance charges, etc.).**

Reporting Abuse

If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your project or PHA. If you cannot report to the manager, call the local HUD office or the HUD hotline at (202) 472-4200. This is not a toll free number. You can also write to the HUD Hotline, Room 8254, 451 Seventh Street, S.W., Washington, D.C. 20410.

I have read and understand this bulletin:

Applicant:_____ Date: _____

Co-Habitants: _____ Date: _____



Ninilchik Indian Housing Program
Modernization/Rehabilitation Program
Housing Assistance Agreement & Payback Schedule

I (We) _____ of _____, Alaska, hereinafter referred to as 'Participant' in consideration for being awarded housing assistance in an amount estimated not to exceed \$15,000 from the Ninilchik Indian Housing Programs (NIHP), a recipient of an Indian Housing Block Grant from the U.S. Department of Housing and Urban Development, hereby agree to the following conditions on which the housing assistance is made and received.

Participant understands that the assistance is made subject to all regulations now or in the future contained in 24 CFR Part 1000, Native American Housing Activities. Participant further understands that the actual amount of housing assistance received will be determined by the actual cost of building materials, labor and freight provided by NIHP. The housing assistance, which will be provided, will only be for the amount necessary to complete the following scope of work:

Scope of Work Description:

Participant agrees to maintain the property, building and improvements receiving this housing assistance as its principal residence for the useful life of the housing assistance, for the established 2 years from the date of this Agreement. In the event of the death of the Participant, prior to the end of the term of this Agreement, the conditions of this Agreement shall be binding on any or all persons who succeed the Participant's interest in the property, buildings or improvements for which this Agreement is made. In case of Sale of or Rental of said property, the applicant will notify the NIHP in writing of such intent. The applicant is now made aware by signing this agreement that the Ninilchik Traditional Council has the right to waive any and all amounts owed to them in the case of default as long as the NIHP was notified by the applicant of there intentions in written form.

Legal Description of Property:

(Attached is a copy of the Deed of Ownership and supporting documents for this property).

Pay Back Schedule

If Participants sells, rents, abandons, or vacates the property or otherwise fails to meet its obligations under this Agreement, the Participants shall repay NIHP all or a portion of the total cost of assistance based on the following pay back schedule.

| Year of Use | Percent: | Amount of Pay Back |
|-------------|----------|--------------------|
| 1 | 100% | _____ |
| 2 | 50% | _____ |

I / We agree to comply with the requirements of this Housing Assistance Agreement and Pay Back Schedule.

Participant:

Signed: _____ Date: _____

Signed: _____ Date: _____

Ninilchik Indian Housing Programs

Signed: _____ Date: _____

STATE OF ALASKA)
)ss
_____ JUDICIAL DISTRICT)

I, the undersigned, _____, Notary Public for the State of Alaska do hereby
certify that I have witnessed the signatures of _____,
For the Housing Assistance Agreement and Pay Back Schedule.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____

Notary Public in Alaska, 3rd District.

Notary: _____

My Commission Expires: _____

Final Eligibility Determination

Date: _____

Applicant's Name: _____

The NIHP Rehab program requires a final determination of eligibility before an applicant is eligible for this grant. This determination is made to find out whether there have been any changes in the applicant's household income.

_____ 1. There have been no changes in my household income since my initial determination.

_____ 2. There have been changes in my household income since my initial determination.
Please describe these changes:

I do hereby, swear and attest that all of the information above is true and correct.

I understand that false statements or information are punishable by federal law. I understand false statements or information may result in a fine up to \$10,000.00, imprisonment for up to five (5) years and a requirement to repay all housing assistance received.

_____/_____/20_____
Applicant Signature Date

Section IV. (Weatherization Program)

1. Weatherization Program Overview/Requirements:

Ninilchik Indian Housing Programs has established a program targeted for repairs and upgrades on homes, for NTC enrolled Tribal members, and for other Alaska Natives, American Indians, who are not currently enrolled and are elderly, disabled, and/or low-income. Policies and procedures have been made to allow NIHP to provide the following services: To provide for windows, doors, weather-stripping, and insulation necessary to weatherize and to make a home more heat efficient.

Guidelines require that applicants are enrolled Tribal members, elderly, disabled, low-income, and /or not currently enrolled Alaska Native / American Indians that have established a need. Applicants must be at or below 80% of the current Federal Median Income guidelines for the Kenai Peninsula. Also, applicants must reside within the Ninilchik Traditional Council's tribal boundaries.

The applicant may do repairs and work, if chosen, although the applicant will have to sign a promissory work contract and must allow NIHP staff the right to come and verify that all work and all materials have been used as they were intended. For any materials not accounted for, the applicant may be made liable to pay for materials and can be prosecuted for defrauding a federally assisted program.

Due to homes built before 1978, possibly containing lead based paint, if you are to do work on your own home, NIHP dictates you must sign the Lead-Based Paint Disclosure Agreement after reading the EPA "Protect Your Family From Lead in Your Home" pamphlet.

All repairs that the applicant chooses to have done for them will be contracted out though the Ninilchik Traditional Councils Procurement Department using the Ninilchik Traditional Councils procurement procedures.

Applicants will allow contractors to make an appointment to come by to view the scope of work to allow them the ability to place a bid on the job.

Before any work begins on the participants home, the homeowner, construction crew and contractor will review the scope of work and cost estimate to be done on the house. Any disagreement to the contract will be resolved prior to the weatherization work beginning.

2. Weatherization Program Limits:

The limit for the weatherization program is \$2000.00 per home/household every five- (5) years unless a greater cost is approved by the Ninilchik Traditional Council.

3. **Application:** (Requirements in the application and the application contents are NIHP Policy)

NINILCHIK INDIAN HOUSING PROGRAM

15910 Sterling Hwy.
P.O. Box 39070
Ninilchik, AK 99639
PH: 907 567-3313 / FX: 907 567-3308
E-mail: bob@ninilchiktribe-nsn.gov

Weatherization Program

| | |
|--|----------------|
| Weatherization Guidelines | Pg. 93 |
| Weatherization Application Check List | Pg. 94 |
| Weatherization Application | Pg. 95 |
| Applicant Narrative | Pg. 96 |
| Income Sources | Pg. 97 |
| Verification Form | Pg. 98 |
| Clients Rights & Responsibility's | Pg. 99 |
| Grievance Procedures | Pg. 99 |
| Application Certification | Pg. 100 |
| Release of Information | Pg. 101 |
| Waiver of Liability | Pg. 102 |
| Promissory Contract | Pg. 103 |
| Lead Based Paint Disclosure Agreement | Pg. 105 |

Ninilchik Indian Housing Program
Weatherization Program

WEATHERIZATION PROGRAM GUIDELINES

Ninilchik Indian Housing Programs has established a program targeted for repairs and upgrades on homes, for our enrolled Tribal members, and for other Alaska Natives, American Indians, who are not currently enrolled and are elderly, disabled, and or low-income. Policies and procedures have been made to allow NIHP to provide the following services: To provide for windows, doors, weather-stripping, and insulation necessary to weatherize and to make a home more heat efficient.

Limit is \$2000.00 per home/household every five- (5) years unless greater cost is approved.

Basic guidelines are that applicants are enrolled Tribal members, elderly, disabled, low-income, and /or not currently enrolled Alaska Native / American Indians that have established a need. Applicants must be at or below 80% of the current Federal Median Income guidelines for the Kenai Peninsula. Also, they must reside within the Ninilchik Traditional Council's tribal boundaries.

The applicant may do repairs and work, if chosen. But applicant will have to sign a promissory work contract and must allow NIHP staff the right to come and verify that all work and all materials have been used as they were intended. For any materials not accounted for, the applicant may be made liable to pay for materials and can be prosecuted for defrauding a federally assisted program.

Due to homes built before 1978, possibly containing lead based paint, if you are to do work on your own home, NIHP dictates you must sign the Lead-Based Paint Disclosure Agreement after reading the EPA "Protect Your Family From Lead in Your Home" pamphlet. All repairs that the applicant chooses to have done for them will be contracted out though the Ninilchik Traditional Councils Procurement Department using the Ninilchik Traditional Councils procurement procedures.

Applicant will allow contractors to make an appointment to come by to view the scope of work to allow them the ability to place a bid on the job.

Before any work begins on the participants home, the homeowner, construction crew and contractor will review the scope of work and cost estimate to be done on the house. Any disagreement to the contract will be resolved prior to the weatherization work beginning.

I have read and agree to the above statement and understand all terms made by the Ninilchik Indian Housing Program.

_____/_____/20_____
Applicant's Signature *Date*

_____/_____/20_____
NIHP Staff *Date*

Ninilchik Indian Housing Program
Weatherization Program

Application Checklist

Please Provide All Information Below.

Remember applications will NOT be started until ALL Information is provided.

- ✓ Application form - completely filled out and signed.
- ✓ Past 3 years signed income tax forms w/ 1099's & W-2's that were submitted to IRS. Or letter from the IRS, stating that you didn't have to file for each of the last 3 years.
- ✓ Proof of income for entire household for last 12 months.
- ✓ Divorce Decree (if it applies to you).
- ✓ CIB- Certification of Indian Blood (issued by the Bureau of Indian Affairs).
- ✓ Picture ID, Drivers License or Passport.
- ✓ Original Social Security Cards or CLEARLY shown on Drivers license or State ID card for Applicant & Co-Applicant. Soc. Sec. cards for all children and all household members age 6 and above.
- ✓ Birth certificates for each child.
- ✓ If Disabled- Proof of Disability from Doctor or other legal source stating disability.
- ✓ Proof of income for entire household for last 30 days. *Paystubs, Pensions, Social Security, Disability Payments, VA payments, ATAP-AFDC-FS-AAP printout, Unemployment Benefits payment stubs, Child Support, Alimony.*
- ✓ Any Native Dividends received monthly, semi annual, or yearly.
- ✓ Any other payments received monthly, semi annual, or yearly.
- ✓ Deed of Trust for home to be worked on.
- ✓ Tax Appraisal for home to be worked on.

Please remember, if information is not brought with you it will only delay the approval process.

If you have questions or if you need to make an appointment please call Bob at (907) 567-3313

I have read and supplied the above information and understand that providing false information will disqualify me and can result in legal action.

_____/_____/20_____
Applicant's Signature *Date*

_____/_____/20_____
Spouse/Co-Habitants Signature *Date*

Ninilchik Indian Housing Program
Weatherization Program

Weatherization Program Application

Date: _____

Other Names Used: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____

E-mail Address: _____

Village: _____ Tribe: _____

Emergency Contact: _____

High School Graduate? _____ Yes _____ No GED? _____ Yes _____ No

Month/ Year Graduated: _____

Name of School: _____

Location: _____

Are you a Veteran? _____ Yes _____ No Date of Service: _____ Branch: _____

Type of Discharge: _____

Please list all persons in you're household.

Please circle DD if an individual is (Developmentally Disabled) or SN of an individual is (Special Needs). Developmentally Disabled- Most provide proof that family member has a Developmental Disability.

Special Needs Child is:

In Child Protective Care.

An Indian Child Welfare Case.

Physically or mentally challenged (physically or mentally incapacitated children are those that have a physical or mental impairment that acts as a significant barrier to education and or employment).

Homeless.

If you need additional space, please enclose another page with application.

| Household Members Starting with Yourself | DD/ SS or NA (Not Applicable) | Last 12 Months Income | AK Native /Am Indian Or Other |
|---|----------------------------------|-----------------------|----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

APPLICANTS NARRATIVE

Please list what you want done for your Weatherization project. Please keep in mind that the limit is \$2000.00 total. This means that if you are going to have a contractor do the work for you, that this will include his pay as well as the materials. Therefore you must prioritize what you need done.

[illegible]

_____/_____/20____
Applicant's Signature *Date*

_____/_____/20_____
Spouse/Co-Habitants Signature Date

Ninilchik Indian Housing Program
Weatherization Program
Income Sources

Please fill in the dollar amount for the type of income you have received for the last 30 days. The annual income, fill in the dollar amount you have received for the last 12 months. Ask for assistance if you do not understand. Verification must be provided.

| Type of Income Received | 30 Days | 12 Months |
|--------------------------------|----------------|------------------|
| Earned Income | | |
| Unemployment Benefits | | |
| TAN / ATAP | | |
| General Assistance (GA) | | |
| General Relief (GR) | | |
| Social Security Income | | |
| Child Support Income | | |
| Foster Care Payments | | |
| Food Stamps Received | | |
| Alaska Permanent Dividend | | |
| Native Corporation Dividends | | |
| Native Corporation Dividends | | |
| Are You A Vet? Yes / No | | |
| VA Payments Received | | |
| Other | | |

Monthly Expenses

| Shelter Expense | Amount | Misc. Expenses | Amount |
|--------------------------|---------------|-----------------------|---------------|
| House Payment/ Rent | | Car Payment | |
| Electricity | | Car Insurance | |
| Heating | | Groceries | |
| Phone (Base Charge Only) | | Child Care | |
| Home Insurance | | Other | |
| Other | | Other | |

Current Employment and /or Education/ Training Activity

| Application Information | Applicant | Spouse/Co Habitant |
|--------------------------------|------------------|---------------------------|
| Job Title/ Course of Study | | |
| Employer / Training Institute | | |
| Address | | |
| Contact Person | | |

Residency

Residency Verified By: AK Perm Fund ____ Fishing Lic. ____ AK. Lic. ____ Other ____

Other Being: _____

Staff: _____

Ninilchik Indian Housing Program
Weatherization Program
To Be Filled Out By Staff Official

Please Review to Make Sure All Information is Supplied.

Verification of Identity

Head () Drivers License/ State ID # _____ Exp. Date: ____/____/ 20____
() Birth Certificate – State of Issue: _____
() Other – Describe: _____

Spouse () Drivers License/ State ID # _____ Exp. Date: ____/____/ 20____
() Birth Certificate – State of Issue: _____
() Other – Describe: _____

Other () Drivers License/ State ID # _____ Exp. Date: ____/____/ 20____
() Birth Certificate – State of Issue: _____
() Other – Describe: _____

Verification of Indian Blood

BIA Card () Tribe: _____ Roll # _____
Tribe Card () Tribe: _____ Roll # _____
Other () Describe: _____ Roll # _____

Verification of Homeownership

Warranty Deed: _____ Quit Claim: _____ MHOA: _____
Tax Valuation or Appraised Value: \$ _____ Balance Owning? Yes____ No____
Statement from Lending Institution showing current balance owing: \$ _____
Name of Lending Institution: _____ Ph: _____

Verification of Other Assets

Type of Asset: _____
Current Balance: \$ _____ Interest Rate: \$ _____

Type of Asset: _____
Current Balance: \$ _____ Interest Rate: \$ _____

Verification of Income

| Source | Amount | Per | Verified By |
|--------|--------|-----|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Ninilchik Indian Housing Program
Weatherization Program
CLIENT RIGHTS/RESPONSIBILITIES

Rights

The Client has a right to...

- ✓ Be treated with respect.
- ✓ Be treated without regard to race, color, creed, national origin, religion, sex, sexual preference or age.
- ✓ Be treated without regard to disability unless treatment being provided makes treatment hazardous to the individual.
- ✓ Have all personal information treated in a confidential manner.
- ✓ Review his/her file with an appropriate staff present.
- ✓ Be fully informed regarding any and all fees associated with his/her services received from NIHP.

Responsibilities

The Client has the responsibility to.....

- ✓ Treat NIHP staff with respect.
- ✓ Be accurate and complete as possible when providing information to NIHP.
- ✓ To carry out NIHP program rules and regulations related to the program he/she is applying for.
- ✓ Actively participate in decision and perform those activities made in the decision making process regarding any services received from NIHP.
- ✓ Inform NIHP staff of any changes in address, income, etc.

CLIENT GRIEVANCE PROCEDURE

A procedure has been established and maintained by Ninilchik Indian Housing Programs to assist clients in resolving any complaints or grievances arising from a real or perceived violation of client rights.

No specific form is necessary to file a grievance, however a grievance must be in writing. You must clearly state the problem(s) by detailing the action taken or not taken by NIHP staff and outline possible solutions and / or resolutions.

An earnest effort will be made by NIHP staff to resolve problems encountered during all stages of program participation. The following steps outline the recommended procedure for attempting prompt resolutions to complaints/grievances regarding the service components of the Ninilchik Indian Housing Program:

3. Submit a complaint in writing to the NIHP Housing Director. An informal meeting will be scheduled to discuss the complaint. If the complaint cannot be resolved informally, the Housing Director shall, within 10 days after the receipt of the complaint, issue a written decision and inform the opportunity to further appeal the matter outlined in Step 2 below.
4. If unsatisfied with the written decision by the Housing Director, submit an appeal, in writing too the Ninilchik Traditional Council, C/O Executive Director, P.O. Box 39070, Ninilchik, AK 99639. A hearing will be scheduled within 30 days of receipt of the appeal. The Executive Director will issue a written response within 10 days of the hearing with the Ninilchik Traditional Council.

**Ninilchik Indian Housing Program
Weatherization Program**

Applicant Certification

I hereby certify that all information made on or in connection with this application is true and complete to the best of my knowledge. I understand that if I deliberately enter false information on this form, I may receive a \$10,000 fine, imprisonment for not more than two years, or both. I also understand that any misrepresentation or concealment of material fact will be sufficient grounds for rejection of my application, removal from any eligibility list, or suspension from any NTC program participation and services.

| | | | | |
|------------------------------|---|-------|---|-------------|
| _____ | / | _____ | / | 20_____ |
| <i>Applicant's Signature</i> | | | | <i>Date</i> |

| | | | | |
|--------------------------------------|---|-------|---|-------------|
| _____ | / | _____ | / | 20_____ |
| <i>Spouse/Co-Habitants Signature</i> | | | | <i>Date</i> |

Ninilchik Indian Housing Program

15910 Sterling Hwy.

P.O. Box 39070

Ninilchik, AK 99639

PH: 907 567-3313 / FX: 907 567-3308

E-mail: bob@ninilchiktribe-nsn.gov

RELEASE OF INFORMATION

I, _____, hereby authorize the release of any information concerning me, to the Ninilchik Indian Housing Programs / Ninilchik Traditional Council, located at 15910 Sterling Highway, P.O. Box 39070, Ninilchik, Alaska 99639. The requested information shall be used solely in the administration of NIHP programs, and a reproduction of this release is as valid as the original. Contacts may include, but not be limited to:

- ✓ Public Assistance
- ✓ Department of Labor
- ✓ Social Security Administration
- ✓ Veterans Administration
- ✓ Division of Vocational Rehabilitation (DVR)
- ✓ Employers
- ✓ Native Corporations
- ✓ Child Support Enforcement Agency
- ✓ Bureau of Indian Affairs
- ✓ Private Individuals
- ✓ Alaska Perm. Dividend Fund
- ✓ Alaska Longevity Fund

Other (Please Name) : _____

This authority shall continue until revoked in writing by the undersigned.

| | | |
|----------------------|------|------------------------|
| Applicants Signature | Date | Social Security Number |
|----------------------|------|------------------------|

| | | |
|--------------------------------|------|------------------------|
| Spouse/ Co- Habitant Signature | Date | Social Security Number |
|--------------------------------|------|------------------------|

Ninilchik Indian Housing Program
Weatherization Program
Access, Waiver of Liability & Hold Harmless Agreement

1. In consideration for _____,
I give _____ access to _____.

In consideration for participating in _____ and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE _____, the officers, agents and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me while participation is such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity. Including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss of damage to property owned by me as a result of being engaged in such an activity.

I agree to HOLD HARMLESS THE RELEASEES from any loss, liability, damage or cost, including court costs and attorney's fees, that may incur due to my participation in said activity.

I UNDERSTAND THAT THE RELEASEES WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COST ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Access, Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand on this Date of: ____/____/20____.

Participant: _____

Witness: _____ Date: ____/____/20____.

Ninilchik Indian Housing Program
Weatherization Program

Promissory Contract For Doing Own Work with the
Ninilchik Indian Housing Weatherization Program Funds

I, _____, hereby state that I will use the materials obtained for me and my household from the Ninilchik Traditional Council's Indian Housing Weatherization Program, and that it **will** be used for the Weatherization Purposes that I have stated in the Narrative in my Weatherization Application.

I understand that a representative of the Ninilchik Indian Housing Programs will come into my home before conducting the job to see where the materials will be used. And then after I have conducted the job to verify that all materials obtained for me from the Ninilchik Indian Housing Programs have been used as I stated that they would be.

I understand that I am responsible for any and all breakage that may occur during the installation of materials. And in no way will the Ninilchik Indian Housing Programs or the Ninilchik Traditional Council be held responsible for the replacement of said materials. I understand that I must keep materials even if broken for the Ninilchik Indian Housing representative to verify as being broken, but that it will be up to me to fix or replace.

I also understand that I have to have the installation of all materials installed and ready for inspection from the Ninilchik Indian Housing Representative by the date I said it would be ready for inspection. If I need to reschedule an appointment due to not being able to complete the said job on time that I will make arrangements with the Ninilchik Indian Housing Programs Rep. at least 3 days prior to the set inspection date. I also understand that I will need permission for a time extension and that unless agreed upon by the Ninilchik Indian Housing Rep. it can not exceed past 10 days of the first inspection said date. This means ALL Days Including Weekdays and Weekends.

I, _____, Promise to use and install all materials obtained for me from the Ninilchik Indian Housing Weatherization Program by said date of: _____
And if applicable materials that are ordered to come in at a later time it will take me _____
days to install the materials after receiving and have the Ninilchik Indian Housing Representative set an appointment to come and inspect the job of installation.

I, _____, will be responsible for verifying all materials are delivered and accounted for before signing off as receiving the materials delivered to me. I also understand that signing for the materials and not having all the materials will make me accountable for having to replace and install the materials out of my own finances to obligate my agreement with the Ninilchik Indian Housing Programs. If all materials are not present at time of delivery it will be noted to the delivery driver and the necessary corrections made by the delivery driver to the material list. I will then call the Ninilchik Indian Housing Representative and inform them of the materials that were not delivered. I understand that the delivery driver will take the signed delivery invoice and they will not be leaving any invoices with me.

I understand that by signing this contract that I will be responsible for the accountability of all materials and for implementing them as I said I would. That by not doing so in the timely manner as I stated, with the ability to show proof of use of all materials to the Ninilchik Indian Housing Representative that I could be prosecuted, and made liable to pay for all materials not accounted for. I understand I could be excluded from using any and possibly all of the Ninilchik Indian Housing Programs. The Ninilchik Traditional Council Board will make the determination of eligibility to participate in future programs.

“I shall conduct my weatherization work in accordance with best safety practices and local, state, and federal laws. Further, I shall indemnify, defend and hold the Ninilchik Traditional Council and its employees harmless from any and all cost (including attorney’s fees), claims and liability involving death, damages, and injury to person or property arising out of or in connection to the Ninilchik Indian Housing Programs Weatherization Program.”

Signature of Applicant

Date of Signing

Signature of Housing Representative

Date of Signing

Notary Public Signature

Date of Signing

Commissions Expiration Date

Notary Seal:

Lead Based Paint Disclosure Agreement

I have read and fully understand the information that was given me by the Ninilchik Traditional Council's Indian Housing Program concerning Lead-Based Paint and the dangers associated with it.

I understand that by signing below I am attesting to being fully aware of the Lead Based Paint dangers that I impose on myself and on my family and that the Ninilchik Traditional Council or the Ninilchik Indian Housing Programs cannot be held liable in any form or manner.

I also understand that by signing below that I fully assuming any and all liabilities and risks for myself, my family and those that may be exposed with the manner and way I choose to conduct the work on my home with the Grant I am receiving through the Ninilchik Indian Housing's Weatherization Program.

Applicant's Signature Date: ____/____/20____

Co-Habitant's Signature Date: ____/____/20____

Section V. (Emergency Assistance Program)

1. Emergency Assistance Program Overview:

The Emergency Assistance Program is targeted toward:

People who are in danger of becoming homeless, NOT those who are already homeless.
Applicants who are in temporary living quarters qualify only if they have been homeless for 30 days or less.
For housing related expenses such as: Rent, Security Deposits, Mortgage Payments, Utilities, etc.

All payments are made to third party vendors only. No direct cash payments will be made.
Processing of an approved request takes approximately ten (10) days after a complete application has been turned in.

2. Emergency Assistance Program Eligibility:

- ✓ Must be Alaska Native or American Indian with BIA Certificate Degree of Indian Blood.
- ✓ Income at or below 80% of the current established Federal Median Income for the Kenai Peninsula.
- ✓ In imminent danger of homelessness. (Proof of imminent danger of homelessness usually means an eviction notice or foreclosure notice).
- ✓ Reside within the Ninilchik Traditional Councils Tribal Boundaries. "South side of the Kasilof bridge to Homer." Must reside within the boundary area a minimum of 30 days.
- ✓ Must have income sources secured for the following month and rent cannot be higher than income.

Federal definition of homelessness

- ✓ An individual or family who lack a fixed, regular and adequate nighttime residence that is:
- ✓ A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness).
- ✓ An institution that provides a temporary residence for individuals intended to be institutionalized; or:
- ✓ A public or private place not designed for, or ordinarily used as a regular sleeping accommodations for human beings.

3. Emergency Assistance Program Priority:

Priority will be given on a first come first serve basis, depending on verification of eligibility and available funding.

4. Recipient's Responsibilities:

Participate in counseling (including financial, employment, substance abuse, legal, etc.)
employment barrier assessment, job search activities, or other mandated activities.

5. Amount and Frequency of Assistance:

Assistance shall be a Maximum Total of Three (3) Assists (Separately Paid Vendors) per individual or household per year, AND a limit of \$2,000.00 Total on all Emergency Assistance every Two (2) Years.

6. Requirement to Verify Incident and / or Crisis:

The program shall be considered a grant to the recipient. It is intended for temporary assistance for qualified applicants who are in imminent danger of becoming homeless, or who possess evidence of another verifiable housing emergency. NIHP agrees to provide services for the prevention of homelessness in the following ways:

- ✓ Provide supplemental utility payments when in jeopardy of a shut down in the amount of the delinquent amount only.
- ✓ Utilities are defined as water, sewer, electricity, propane, heating fuel oil or primary heating source.
- ✓ Basic telephone services, excluding: long distances, late fees, all enmities such as call waiting, call forwarding etc...
- ✓ Cable television is not considered an eligible utility.
- ✓ Provide assistance with monthly mortgage payments or rental payments when in jeopardy of eviction, ejection, or foreclosure. As a part of establishing eligibility, a copy of the original rent agreement should be made as part of the client file. This will establish the reasonableness of the claims made by 3rd parties. This includes payment of property taxes and related housing costs that would cause homelessness to qualified applicants.
- ✓ Provide assistance with first's months rent, security and/or utility deposits when assisting applicants who can verify sustainable income to obtain new housing or a change of housing.

7. Informing Eligibility:

NIHP staff shall inform each applicant of his/her eligibility within 10 days of receiving the completed application packet by mail. No phone call in regards to funding will be accepted prior to the 10 day period except on an emergency basis decided on by NIHP staff. Incomplete applications will not be funded.

8. Applicant Verification:

Copies of eligibility criteria, as documented above, must be kept in the applicant's file. Annual income, as established by the Department of Housing and Urban Development, includes:

- ✓ Wages, Salaries, Tips, Commissions, etc.
- ✓ Self-employment income
- ✓ Farm self-employment income
- ✓ Interest, dividends, net rental income, or income from estate or trusts
- ✓ Social security or railroad retirements
- ✓ Supplemental Security income, Alaska Temporary Assistance Program (ATAP), or other public assistance or public welfare programs.
- ✓ Retirement, survivor or disability pensions
- ✓ Indian quarterly, semi or annual dividends

- ✓ Alaska Permanent Dividend
- ✓ Any other source of income received regularly, including Veteran's (VA) payments/benefits, unemployment compensation, child support, alimony, etc.

NIHP staff must obtain and copy documentation of applicant's income.
Applicants re-applying must submit new income documentation.

9. **Application:** (Requirements in the application and the application contents are NIHP Policy)

NINILCHIK INDIAN HOUSING PROGRAM

15910 Sterling Hwy.
P.O. Box 39070
Ninilchik, AK 99639
PH: 907 567-3313 / FX: 907 567-3308
E-mail: bob@ninilchiktribe-nsn.gov

Emergency Assistance Program

| | |
|---|----------------|
| Emergency Assistance Guidelines | Pg. 110 |
| Emergency Assistance Application Check List | Pg. 111 |
| Emergency Assistance Policies & Procedures | Pg. 112 |
| Emergency Assistance Application | Pg. 114 |
| Client Rights/Responsibilities | Pg. 117 |
| Grievance Procedures | Pg. 117 |
| Applicant Certification | Pg. 118 |
| Release of Information | Pg. 119 |

Ninilchik Indian Housing Program
Emergency Assistance Program

Guidelines

The Ninilchik Traditional Indian Housing Program has a limited amount of Emergency Assistance Vouchers. The Vouchers are:

1. Targeted toward people who are in danger of becoming homeless, NOT those who are already homeless. Applicants who are in temporary living quarters qualify only if they have been homeless for 30 days or less.
2. For housing related expenses such as: Rent, Security Deposits, Mortgage Payments, Utilities, etc.
3. All payments are made to third party vendors only. No direct cash payments will be made.
4. Processing of an approved request takes approximately ten (10) days after a complete application has been turned in.

Eligibility Requirements Include:

- ✓ Must be Alaska Native or American Indian with BIA Certificate Degree of Indian Blood.
- ✓ Income at or below the 80% of the current established Federal Median Income for the Kenai Peninsula.
- ✓ In imminent danger of homelessness. (Proof of imminent danger of homelessness usually means an eviction notice or foreclosure notice).
- ✓ Reside within the Ninilchik Traditional Councils Tribal Boundaries. "South side of the Kasilof bridge to Homer." Must reside within the boundary area a minimum of 30 days.
- ✓ Must have income sources secured for the following month and rent cannot be higher than income.

Federal definition of homelessness

- ✓ An individual or family who lack a fixed, regular and adequate nighttime residence that is:
- ✓ A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness).
- ✓ An institution that provides a temporary residence for individuals intended to be institutionalized; or:
- ✓ A public or private place not designed for, or ordinarily used as a regular sleeping accommodations for human beings.

Priority

- ✓ Priority will be given on a first come first serve basis, depending on verification of eligibility and available funding.

Recipient's Responsibilities

- ✓ Participate in counseling (including financial, employment, substance abuse, legal, etc.) employment barrier assessment, job search activities, or other mandated activities.

Ninilchik Indian Housing Program
Emergency Assistance Program

Emergency Assistance Application Checklist

Please Provide All Information Below.

Remember applications will NOT be started until ALL Information is provided.

- ✓ Application form - completely filled out and signed.
- ✓ Past 1 year signed income tax forms w/ 1099's & W-2's that were submitted to IRS. Or letter from the IRS, stating that you didn't have to file for each of the last 3 years.
- ✓ CIB- Certification of Indian Blood (issued by the Bureau of Indian Affairs).
- ✓ Picture ID, Drivers License or Passport.
- ✓ Original Social Security Cards of each Applicant & Co-Applicant.
- ✓ Birth Certificates of each child.
- ✓ If Disabled- Proof of Disability from Doctor or other legal source stating disability.
- ✓ Proof of income for entire household for last 12 months.
- ✓ Proof of income for entire household for last 30 days. *Paystubs, Pensions, Social Security, Disability Payments, VA payments, ATAP-AFDC-FS-AAP printout, Unemployment Benefits payment stubs, Child Support, Alimony.*
- ✓ Native Dividends check stub. Any payments received monthly, semi annual, or yearly.
- ✓ Copy of Rental Agreement or Mortgage Statement showing Monthly payments on Home.
- ✓ Eviction Notice, Foreclosure Notice, or Property Tax Foreclosure Notice.
- ✓ Shut off notices for utilities (*does not include long distance charges or cable television.*).
- ✓ If applying for heating fuel oil or propane an old bill can serve as proof as long as it states the size of the tank.
- ✓ For septic tanks getting pumped – an old bill stating the size of the septic tank.

Please remember, if information is not brought with you it will only delay the approval process.

If you have questions or if you need to make an appointment please call Bob at (907) 567-3313

I have read and supplied the above information and understand that providing false information will disqualify me and can result in legal action.

_____/_____/20_____
Applicant's Signature *Date*

_____/_____/20_____
Spouse/Co-Habitants Signature *Date*

Ninilchik Indian Housing Program
Emergency Assistance Program

Emergency Assistance Policies and Procedures

The Purpose of the Emergency Assistance Program is to provide assistance to qualified applicants in the communities which the Ninilchik Indian Housing Program serves, (Kasilof to Homer), for prevention of homelessness. This program is targeted at, but not limited to, the following:

- ✓ Welfare to work families.
- ✓ Illness and family crisis.
- ✓ Domestic violence.
- ✓ Financial hardships due to lack of work, lack of income and job layoffs.
- ✓ Disaster situations, including economic disasters or Acts of God, e.g. fires, earthquakes tidal waves, bad fishing seasons.
- ✓ Substance abuse treatment clients.

Part A: Policies Eligibility

Eligibility recipients must fall into all of the following categories:

- ü Verifiable income showing at or below the current 80% Federal median income level for the Kenai Peninsula.
- ü Alaskan Native or American Indian, as evidenced by a CIB or Tribal Enrollment Identification.
- ü In imminent danger of homelessness (using federal definition) or evidence of another verifiable housing emergency.
- ü Current resident of the Ninilchik Tribal jurisdiction which includes south side of Kasilof Bridge to Homer.
- ü Only one individual in a household may participate in the program. Limits on amounts and frequency of assistance apply to the entire household, not just the individual making an application. NTC Housing Program staff shall maintain all eligibility documents in participant files.

Amount and Frequency of Assistance Provided

- ✓ Assistance shall be a Maximum Total of Three (3) Assists (Separately Paid Vendors) per individual or household per year
- ✓ AND a limit of \$2,000.00 Total on all Emergency Assistance every Two (2) Years.

Requirement to Verify Incident and /or Crisis

The program shall be considered a grant to the recipient. It is intended for temporary assistance for qualified applicants who are in imminent danger of becoming homeless or who posses evidence of another verifiable housing emergency. The NIHP Emergency Assistance Program agrees to provide services for the prevention of homelessness in the following ways:

- ✓ Provide supplemental utility payments when in jeopardy of a shut down in the amount of the delinquent amount only.
- ✓ Utilities are defined as water, sewer, electricity, propane, heating fuel oil or primary heating source.
- ✓ Basic telephone services, excluding: long distances, late fees, all enmities such as call waiting, call forwarding etc...
- ✓ Cable television is not considered an eligible utility.
- ✓ Provide assistance with monthly mortgage payments or rental payments when in jeopardy of eviction, ejection, or foreclosure. As a part of establishing eligibility a copy of the original rent agreement should be made as part of the client file. This will establish the reasonableness of the claims made by

3rd parties. This includes payment of property taxes and related housing cost that would cause homelessness to qualified applicants.

- ✓ Provide assistance with first's months rent, security and or utility deposits when assisting applicants who can verify sustainable income to obtain new housing or a change of housing.

ALL PAYMENTS WILL BE MADE DIRECTLY TO THIRD PARTIES, OR THROUGH VOUCHERS. PAYMENTS TO RELATED 3RD PARTIES ARE PROHIBITED.

Informing Eligibility

NIHP staff shall inform each applicant of his/her eligibility within 10 days of receiving completed application packet by mail. No phone call in regards to funding will be accepted prior to the 10 day except on an emergency basis s decided on by NHIP staff. Incomplete applications will not be funded.

Verification

Copies of eligibility criteria, as documented above, must be kept in the applicant's file. Annual income, as established by the Department of Housing and Urban Development, includes:

- ✓ Wages, Salaries, Tips, Commissions, etc.
- ✓ Self-employment income
- ✓ Farm self-employment income
- ✓ Interest, dividends, net rental income, or income from estate or trusts
- ✓ Social security or railroad retirements
- ✓ Supplemental Security income, Alaska Temporary Assistance Program (ATAP), or other public assistance or public welfare programs.
- ✓ Retirement, survivor or disability pensions
- ✓ Indian quarterly, semi or annual dividends
- ✓ Alaska Permanent Dividend
- ✓ Any other source of income received regularly, including Veteran's (VA) payments/benefits, unemployment compensation, child support, alimony, etc.

NIHP staff must obtain and copy documentation of applicant's income.
Applicants re-applying must submit new income documentation.

I have read and understood the Guidelines and Policies.

Applicants Signature

Date

Ninilchik Indian Housing Program
Emergency Assistance Program
Application

The Ninilchik Indian Housing Programs, Emergency Assistance Voucher Program is designed to meet emergency housing /home related needs: fuel (oil, electric, coal, wood, etc.); shelter (rent, or house payment). Maximum of three (3) assists per person/household per year and or up to a combined total of \$2000.00 maximum limit every two- (2) years. After reaching the \$2000.00 limit applicants can not apply for assistance again until two (2) years after the last assist. Applicants must reside within the Ninilchik Tribal Boundary Area.

Applicant Narrative
(Must Be Completed By Applicant)

Applicant Name (Please Print)

Amount of Assistance Requesting: _____

Amount of Assistance Requesting: _____

Amount of Assistance Requesting: _____

Please Check All Types of Assistance That You Are Requesting

- | | |
|--|---|
| <ul style="list-style-type: none"><input type="radio"/> Rent for the Month of: _____<input type="radio"/> Temporary Housing (Motel)<input type="radio"/> First Months Rent<input type="radio"/> Security Deposit<input type="radio"/> Lights | <ul style="list-style-type: none"><input type="radio"/> Water/ Sewer<input type="radio"/> Fuel Oil/ Stove Oil<input type="radio"/> Propane<input type="radio"/> Wood<input type="radio"/> Foreclosure |
|--|---|
- ☐ Other. Please Specify: _____

Please describe the circumstances which has created the crisis that places you in imminent danger of becoming homeless: _____

What are your plans for the next month to improve this situation?

Applicants Signature

_____/_____/20_____
Date

Ninilchik Indian Housing Program
Emergency Assistance Program

Emergency Assistance Application

Date: _____

Other Names Used: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____

E-mail Address: _____

Village: _____ Tribe: _____

Emergency Contact: _____

High School Graduate? _____ Yes _____ No GED? _____ Yes _____ No

Month/ Year Graduated: _____

Name of School: _____

Location: _____

Are you a Veteran? _____ Yes _____ No Date of Service: _____ Branch: _____

Type of Discharge: _____

Please list all persons in you're household.

Please circle DD if an individual is (Developmentally Disabled) or SN of an individual is (Special Needs). Developmentally Disabled- Most provide proof that family member has a Developmental Disability.

Special Needs Child is:

In Child Protective Care.

An Indian Child Welfare Case.

Physically or mentally challenged. (Physically or mentally incapacitated children are those that have a physical or mental impairment that acts as a significant barrier to education and or employment. Homeless.

If you need additional space, please enclose another page with application.

| Household Members Starting with Yourself | DD/ SS or NA (Not Applicable) | Last 12 Months Income | AK Native /Am Indian Or Other |
|---|----------------------------------|-----------------------|----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Ninilchik Indian Housing Program
Emergency Assistance Program
Income Sources (Interim Assistance)

Please fill in the dollar amount for the type of income you have received for the last 30 days. The annual income, fill in the dollar amount you have received for the last 12 months. Ask for assistance if you do not understand. Verification must be provided.

| Type of Income Received | 30 Days | 12 Months |
|--------------------------------|----------------|------------------|
| Earned Income | | |
| Unemployment Benefits | | |
| TAN / ATAP | | |
| General Assistance (GA) | | |
| General Relief (GR) | | |
| Social Security Income | | |
| Child Support Income | | |
| Foster Care Payments | | |
| Food Stamps Received | | |
| Alaska Permanent Dividend | | |
| Native Corporation Dividends | | |
| Native Corporation Dividends | | |
| Are You A Vet? Yes / No | | |
| VA Payments Received | | |
| Other | | |

Monthly Expenses

| Shelter Expense | Amount | Misc. Expenses | Amount |
|--------------------------|---------------|-----------------------|---------------|
| House Payment/ Rent | | Car Payment | |
| Electricity | | Car Insurance | |
| Heating | | Groceries | |
| Phone (Base Charge Only) | | Child Care | |
| Home Insurance | | Other | |
| Other | | Other | |

Current Employment and /or Education/ Training Activity

| Application Information | Applicant | Spouse/Co Habitant |
|--------------------------------|------------------|---------------------------|
| Job Title/ Course of Study | | |
| Employer / Training Institute | | |
| Address | | |
| Contact Person | | |

Residency

Residency Verified By: AK Perm Fund ____ Fishing Lic. ____ AK. Lic. ____ Other ____

Other Being: _____

Staff: _____

Ninilchik Indian Housing Program
Emergency Assistance Program

CLIENT RIGHTS/RESPONSIBILITIES

Rights

The Client has a right to...

- ✓ Be treated with respect.
- ✓ Be treated without regard to race, color, creed, national origin, religion, sex, sexual preference or age.
- ✓ Be treated without regard to disability unless treatment being provided makes treatment hazardous to the individual.
- ✓ Have all personal information treated in a confidential manner.
- ✓ Review his/her file with an appropriate staff present.
- ✓ Be fully informed regarding any and all fees associated with his/her services received from NIHP.

Responsibilities

The Client has the responsibility to.....

- ✓ Treat NIHP staff with respect.
- ✓ Be accurate and complete as possible when providing information to NIHP.
- ✓ To carry out NIHP program rules and regulations related to the program he/she is applying for.
- ✓ Actively participate in decision and perform those activities made in the decision making process regarding any services received from NIHP.
- ✓ Inform NIHP staff of any changes in address, income, etc.

CLIENT GRIEVANCE PROCEDURE

A procedure has been established and maintained by Ninilchik Indian Housing Programs to assist clients in resolving any complaints or grievances arising from a real or perceived violation of client rights.

No specific form is necessary to file a grievance, however a grievance must be in writing. You must clearly state the problem(s) by detailing the action taken or not taken by NIHP staff and outline possible solutions and / or resolutions.

An earnest effort will be made by NIHP staff to resolve problems encountered during all stages of program participation. The following steps outline the recommended procedure for attempting prompt resolutions to complaints/grievances regarding the service components of the Ninilchik Indian Housing Program:

5. Submit a complaint in writing to the NIHP Housing Director. An informal meeting will be scheduled to discuss the complaint. If the complaint cannot be resolved informally, the Housing Director shall, within 10 days after the receipt of the complaint, issue a written decision and inform the opportunity to further appeal the matter outlined in Step 2 below.
6. If unsatisfied with the written decision by the Housing Director, submit an appeal, in writing too the Ninilchik Traditional Council, C/O Executive Director, P.O. Box 39070, Ninilchik, AK 99639. A hearing will be scheduled within 30 days of receipt of the appeal. The Executive Director will issue a written response within 10 days of the hearing with the Ninilchik Traditional Council.

Ninilchik Indian Housing Program
Emergency Assistance Program

Applicant Certification

I hereby certify that all information made on or in connection with this application is true and complete to the best of my knowledge. I understand that if I deliberately enter false information on this form, I may receive a \$10,000 fine, imprisonment for not more than two years, or both. I also understand that any misrepresentation or concealment of material fact will be sufficient grounds for rejection of my application, removal from any eligibility list, or suspension from any NTC program participation and services.

_____/_____/20_____
Applicant's Signature *Date*

_____/_____/20_____
Spouse/Co-Habitants Signature *Date*

Ninilchik Indian Housing Programs

15910 Sterling Hwy.

P.O. Box 39070

Ninilchik, AK 99639

PH: 907 567-3313 / FX: 907 567-3308

E-mail: nihp@ptialaska.net

RELEASE OF INFORMATION

I, _____, hereby authorize the release of any information concerning me, to the Ninilchik Indian Housing Programs / Ninilchik Traditional Council, located at 15910 Sterling Highway, P.O. Box 39070, Ninilchik, Alaska 99639. The requested information shall be used solely in the administration of NIHP programs, and a reproduction of this release is as valid as the original. Contacts may include, but not be limited to:

- ✓ Public Assistance
- ✓ Department of Labor
- ✓ Social Security Administration
- ✓ Veterans Administration
- ✓ Division of Vocational Rehabilitation (DVR)
- ✓ Employers
- ✓ Native Corporations
- ✓ Child Support Enforcement Agency
- ✓ Bureau of Indian Affairs
- ✓ Private Individuals
- ✓ Alaska Perm. Dividend Fund
- ✓ Alaska Longevity Fund

Other (Please Name) : _____

This authority shall continue until revoked in writing by the undersigned.

Applicants Signature

Date

Social Security Number

Spouse/ Co- Habitant Signature

Date

Social Security Number

Section VI. (Snow Removal Program)

1. Snow Removal Program Overview/Requirements:

The Ninilchik Indian Housing Programs has created a Snow Removal Program to assist elderly Alaska Native or American Indians who reside within the NTC tribal boundaries and meet certain income requirements. The following requirements are necessary for eligibility to the snow removal program.

- ✓ Must be Alaskan Native or American Indian. (Need to have CIB or BIA card)
- ✓ Must be 62 or older, or handicapped/disabled.
- ✓ Must own home and be living in the home.
- ✓ Must be at or below the 80% bracket of the most recent Federal Median Income for the Kenai Peninsula.
- ✓ Must have been assisted with a prior Housing Program other than the Snow Removal Program.
- ✓ Must turn in a complete program application with all required information.

2. Snow Removal Program Limits:

The limit for the snow removal program is \$400.00 per home/household every year.

3. **Application:** (Requirements in the application and the application contents are NIHP Policy)

NINILCHIK INDIAN HOUSING PROGRAM

15910 Sterling Hwy.
P.O. Box 39070
Ninilchik, AK 99639
PH: 907 567-3313 / FX: 907 567-3308
E-mail: bob@ninilchiktribe-nsn.gov

SNOW-REMOVAL PROGRAM

| | |
|--|----------------|
| Snow Removal Guidelines | Pg. 122 |
| Snow Removal Application | Pg. 123 |
| Snow Removal Application Check List | Pg. 124 |
| Income Sources | Pg. 125 |
| Verification Form | Pg. 126 |
| Clients Rights & Responsibility's | Pg. 127 |
| Grievance Procedures | Pg. 127 |
| Applicant Certification | Pg. 128 |
| Release of Information | Pg. 129 |
| Pre-Approved Application | Pg. 130 |

Ninilchik Indian Housing Program
Snow-Removal Program

SNOW-REMOVAL GUIDELINES

- ✓ Must be Alaskan Native or American Indian. (Need to have CIB or BIA card)
- ✓ Must be 62 or older, or handicapped/disabled.
- ✓ Must own home and be living in the home.
- ✓ Must be at or below the 80% bracket of the most recent Federal Median Income for the Kenai Peninsula.
- ✓ Must have been assisted with a prior Housing Program other than the Snow Removal Program.
- ✓ Must turn in a complete program application with all required information.
- ✓ Limit is \$400.00 per home/household per year.
- ✓ If living in area outside of the NTC's currently awarded Plow driver's service area, and you know of a local Plow driver that is interested then you must contact Debra Henderson, Procurement Officer at the NTC office for approval. Verification of insurance from the vendor is a requirement.

I have read the above statement and understand all terms made by the
Ninilchik Indian Housing Program.

| | |
|---|----------------------------------|
| _____ <i>Applicant's Signature</i> | ____/____/ 20____ <i>Date</i> |
| _____ <i>Spouse/Co-Habitants Signature</i> | ____/____/ 20____ <i>Date</i> |

Snow-Removal Program
Snow-Removal Program Application

Please list all persons in you're household.
Please circle DD if an individual is (Developmentally Disabled) or SN of an individual is (Special Needs). Developmentally Disabled- Most provide proof that family member has a Developmental Disability.
Special Needs Child is:
In Child Protective Care.
An Indian Child Welfare Case.
Physically or mentally challenged. (Physically or mentally incapacitated children are those that have a physical or mental impairment that acts as a significant barrier to education and or employment.
Homeless.
If you need additional space, please enclose another page with application

[illegible]

Ninilchik Indian Housing Program
Snow-Removal Program

Application Checklist

Please Provide All Information Below.

Remember applications will NOT be started until ALL Information is provided.

- ✓ Application form - completely filled out and signed.
- ✓ Past 1 year signed income tax forms w/ 1099's & W-2's that were submitted to IRS. Or letter from the IRS, stating that you didn't have to file for each of the last 3 years.
- ✓ CIB- Certification of Indian Blood (issued by the Bureau of Indian Affairs).
- ✓ Picture ID, Drivers License or Passport.
- ✓ Original Social Security Cards or CLEARLY shown on Drivers license or State ID card for Applicant & Co-Applicant or any household member.
- ✓ If Disabled- Proof of Disability from Doctor or other legal source stating disability.
- ✓ Proof of income for entire household for last 12 months.
- ✓ Proof of income for entire household for last 30 days. *Paystubs, Pensions, Social Security, Disability Payments, VA payments, ATAP-AFDC-FS-AAP printout, Unemployment Benefits payment stubs, Child Support, Alimony.*
- ✓ Native Dividends check stub. Any payments received monthly, semi annual, or yearly.

Please remember, if information is not brought with you it will only delay the approval process.

If you have questions or if you need to make an appointment please call Bob at (907) 567-3313

I have read and supplied the above information and understand that providing false information will disqualify me and can result in legal action.

_____/_____/20_____
Applicant's Signature Date

_____/_____/20_____
Spouse/Co-Habitants Signature Date

Ninilchik Indian Housing Program
Snow-Removal Program
Income Sources

Please fill in the dollar amount for the type of income you have received for the last 30 days. The annual income, fill in the dollar amount you have received for the last 12 months. Ask for assistance if you do not understand. Verification must be provided.

| Type of Income Received | 30 Days | 12 Months |
|--------------------------------|----------------|------------------|
| Earned Income | | |
| Unemployment Benefits | | |
| TAN / ATAP | | |
| General Assistance (GA) | | |
| General Relief (GR) | | |
| Social Security Income | | |
| Child Support Income | | |
| Foster Care Payments | | |
| Food Stamps Received | | |
| Alaska Permanent Dividend | | |
| Native Corporation Dividends | | |
| Native Corporation Dividends | | |
| Are You A Vet? Yes / No | | |
| VA Payments Received | | |
| Other | | |

Monthly Expenses

| Shelter Expense | Amount | Misc. Expenses | Amount |
|--------------------------|---------------|-----------------------|---------------|
| House Payment/ Rent | | Car Payment | |
| Electricity | | Car Insurance | |
| Heating | | Groceries | |
| Phone (Base Charge Only) | | Child Care | |
| Home Insurance | | Other | |
| Other | | Other | |

Current Employment and /or Education/ Training Activity

| Application Information | Applicant | Spouse/Co Habitant |
|--------------------------------|------------------|---------------------------|
| Job Title/ Course of Study | | |
| Employer / Training Institute | | |
| Address | | |
| Contact Person | | |

Residency

Residency Verified By: AK Perm Fund____ Fishing Lic. ____ AK. Lic. ____ Other ____

Other Being: _____

Staff: _____

Ninilchik Indian Housing Program
Snow-Removal Program
To Be Filled Out By Staff Official
Please Review to Make Sure All Information is Supplied.

Verification of Identity

Head () Drivers License/ State ID # _____ Exp. Date: ____/____/20____
 () Birth Certificate – State of Issue: _____
 () Other – Describe: _____

Spouse () Drivers License/ State ID # _____ Exp. Date: ____/____/20____
 () Birth Certificate – State of Issue: _____
 () Other – Describe: _____

Other () Drivers License/ State ID # _____ Exp. Date: ____/____/20____
 () Birth Certificate – State of Issue: _____
 () Other – Describe: _____

Verification of Indian Blood

BIA Card () Tribe: _____ Roll # _____
 Tribe Card () Tribe: _____ Roll # _____
 Other () Describe: _____ Roll # _____

Verification of Homeownership

Warranty Deed: _____ Quit Claim: _____ MHOA: _____
 Tax Valuation or Appraised Value: \$ _____ Balance Owning? Yes ____ No ____
 Statement from Lending Institution showing current balance owing: \$ _____
 Name of Lending Institution: _____ Ph: _____

Verification of Other Assets

Type of Asset: _____
 Current Balance: \$ _____ Interest Rate: \$ _____

Type of Asset: _____
 Current Balance: \$ _____ Interest Rate: \$ _____

Verification of Income

| Source | Amount | Per | Verified By |
|--------|--------|-----|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Ninilchik Indian Housing Program
Snow-Removal Program
CLIENT RIGHTS/RESPONSIBILITIES

Rights

The Client has a right to...

- ✓ Be treated with respect.
- ✓ Be treated without regard to race, color, creed, national origin, religion, sex, sexual preference or age.
- ✓ Be treated without regard to disability unless treatment being provided makes treatment hazardous to the individual.
- ✓ Have all personal information treated in a confidential manner.
- ✓ Review his/her file with an appropriate staff present.
- ✓ Be fully informed regarding any and all fees associated with his/her services received from NIHP.

Responsibilities

The Client has the responsibility to.....

- ✓ Treat NIHP staff with respect.
- ✓ Be accurate and complete as possible when providing information to NIHP.
- ✓ To carry out NIHP program rules and regulations related to the program he/she is applying for.
- ✓ Actively participate in decision and perform those activities made in the decision making process regarding any services received from NIHP.
- ✓ Inform NIHP staff of any changes in address, income, etc.

CLIENT GRIEVANCE PROCEDURE

A procedure has been established and maintained by Ninilchik Indian Housing Programs to assist clients in resolving any complaints or grievances arising from a real or perceived violation of client rights.

No specific form is necessary to file a grievance, however a grievance must be in writing. You must clearly state the problem(s) by detailing the action taken or not taken by NIHP staff and outline possible solutions and / or resolutions.

An earnest effort will be made by NIHP staff to resolve problems encountered during all stages of program participation. The following steps outline the recommended procedure for attempting prompt resolutions to complaints/grievances regarding the service components of the Ninilchik Indian Housing Program:

7. Submit a complaint in writing to the NIHP Housing Director. An informal meeting will be scheduled to discuss the complaint. If the complaint cannot be resolved informally, the Housing Director shall, within 10 days after the receipt of the complaint, issue a written decision and inform the opportunity to further appeal the matter outlined in Step 2 below.
8. If unsatisfied with the written decision by the Housing Director, submit an appeal, in writing too the Ninilchik Traditional Council, C/O Executive Director, P.O. Box 39070, Ninilchik, AK 99639. A hearing will be scheduled within 30 days of receipt of the appeal. The Executive Director will issue a written response within 10 days of the hearing with the Ninilchik Traditional Council.

Ninilchik Indian Housing Program
Snow-Removal Program

Applicant Certification

I hereby certify that all information made on or in connection with this application is true and complete to the best of my knowledge. I understand that if I deliberately enter false information on this form, I may receive a \$10,000 fine, imprisonment for not more than two years, or both. I also understand that any misrepresentation or concealment of material fact will be sufficient grounds for rejection of my application, removal from any eligibility list, or suspension from any NTC program participation and services.

_____/_____/20_____
Applicant's Signature *Date*

_____/_____/20_____
Spouse/Co-Habitants Signature *Date*

Ninilchik Indian Housing Program

15910 Sterling Hwy.

P.O. Box 39070

Ninilchik, AK 99639

PH: 907 567-3313 / FX: 907 567-3308

E-mail: bob@ninilchiktribe-nsn.gov

RELEASE OF INFORMATION

I, _____, hereby authorize the release of any information concerning me, to the Ninilchik Indian Housing Programs / Ninilchik Traditional Council, located at 15910 Sterling Highway, P.O. Box 39070, Ninilchik, Alaska 99639. The requested information shall be used solely in the administration of NIHP programs, and a reproduction of this release is as valid as the original. Contacts may include, but not be limited to:

- ✓ Public Assistance
- ✓ Department of Labor
- ✓ Social Security Administration
- ✓ Division of Vocational Rehabilitation (DVR)
- ✓ Employers
- ✓ Native Corporations
- ✓ Child Support Enforcement Agency
- ✓ Bureau of Indian Affairs
- ✓ Private Individuals
- ✓ Alaska Perm. Dividend Fund
- ✓ Alaska Longevity Fund

Other (Please Name): _____

This authority shall continue until revoked in writing by the undersigned.

Applicants Signature

Date

Social Security Number

Spouse/ Co- Habitant Signature

Date

Social Security Number

Ninilchik Indian Housing Program
Snow-Removal Program

Pre Approved Application

The Ninilchik Indian Housing Programs is doing this Pre-Approved application for applicants that were previous approved Snow-Removal applicants. NIHP has found that on our previously approved Elders or handicapped/disabled applicants that they are usually on a fixed income and have no significant income boost other than the usual cost of living adjustments provided them through Social Security. Because of this the “Pre-Approved Application” will cut down on unnecessary paperwork and time for the applicants as well as the Ninilchik Indian Housing Program Staff.

Please remember that if it is determined that you have not disclosed any significant income or household size changes making you over qualified, you can be held liable to pay back all funds spent on you through the NIHP Snow Removal Program, (*This will be for that season which you are signing this application for.*) And you may also be found not to be eligible for any future assistance through the Ninilchik Indian Housing Programs of any kind. The Ninilchik Traditional Council Board will make the determination.

Pre Approved Snow-Removal Guidelines

- ✓ Must have filed and been found eligible for the previous years Snow-Removal Program.
- ✓ Must have not had any changes in household size or income other than cost of living adjustments provided through Social Security. *Please enclose copy of latest check stub.*
- ✓ Limit of snow-removal assistance is \$400.00 per home/household per year.
- ✓ Must fall under the 80% bracket of the most recent Federal Median Income for the Kenai Peninsula.

Ninilchik Indian Housing Program
Snow-Removal Program
Pre Approved Application

Please fill in latest address & telephone numbers.

Name:

Telephone Number:

Message Phone:

Mailing Address:

Physical Address:

I understand that All Clients Rights & Responsibility's, Grievance Procedures Policies, Release of Information are still in effect from your last signed application and therefore still active for this application for all parties and purposes regardless of whether for the applicant or the Ninilchik Indian Housing Program.

I have read the above application and understand and agree that there have been no changes to my household in size or income from last year's application. That if there were changes that I will bring it to the attention of the Ninilchik Indian Housing Program staff to see whether I will have to fill out the long form Snow-Removal application or will be able to use the Pre-Approved application.

I also understand and agree that if I am found to have not disclosed any such changes that I can be found to pay back any and all cost associated with the Snow Removal Program that I have accrued and may loose any future right to any of the Ninilchik Indian Housing Program. Any punishments for violators will be administered through the NTC's Tribal Council Board.

I have read and fully understand and do accept all terms and conditions made by the Ninilchik Indian Housing Program concerning the Pre-Approved Snow-Removal Application.

_____/_____/20_____
Applicant's Signature *Date*

Staff: _____

Section VII. (Self Monitoring Program)

1. Self Monitoring Program Overview:

The Ninilchik Indian Housing Programs (NIHP) shall utilize the following template in order to conduct a self monitoring review annually to determine any areas that need to be strengthened or to identify any potential deficiencies in the NIHP programs. NIHP staff shall ensure that the self monitoring review is conducted annually.

If deficiencies are discovered, the Housing Director will establish a Performance Improvement Plan with target dates and corrective actions to ensure resolution and to prevent the recurrence of the deficiencies. The Performance Improvement Plan will be sent to the Ninilchik Traditional Council within 30 days of completion of the Evaluations. The Ninilchik Traditional Council will provide oversight to ensure that all deficiencies are corrected and concur on the closure of each deficiency.

Ninilchik Indian Housing Programs

Self-Monitoring Evaluation List

Evaluation A

1. Five Year Plan

✓ **Mission Statement**

Is the language of the mission statement being addressed and low-income families in the jurisdiction of the tribe being served?

YES_____ **NO**_____

✓ **Goals And Objectives**

Is progress being made in address the goals and objectives contained in the five year plan?

YES_____ **NO**_____

✓ If there were any quantitative goals and objectives, have they been met or are they on schedule?

YES_____ **NO**_____

If not why?

✓ **Activities Plan**

Have actions specified in the activities been accomplished by the prescribed date?

YES_____ **NO**_____

If not, what are the reasons for noncompliance?

2. One Year Plan

✓ Goals and Objectives

All quantifiable goals and objectives should be reviewed for implementation.

List each individual Goal and Objective and timeframes and note if completion is on schedule.

Goal #1: _____ **YES**_____ **NO**_____

Goal #2: _____ **YES**_____ **NO**_____

Goal #3: _____ **YES**_____ **NO**_____

Goal #4: _____ **YES**_____ **NO**_____

Goal #5: _____ **YES**_____ **NO**_____

✓ Performance Objectives

Are the objectives adequately defined to determine progress in this fiscal year?

YES_____ **NO**_____

List each Performance Objective:

Timeframe

#1: _____ **YES**_____ **NO**_____

#2: _____ **YES**_____ **NO**_____

#3: _____ **YES**_____ **NO**_____

#4: _____ **YES**_____ **NO**_____

#5: _____ **YES**_____ **NO**_____

✓ Statement of Needs

Has the estimate for low-income Indian families remained the same? **YES**_____ **NO**_____

If it has changed, explain the overall impact on the plan.

3. Certifications

- ✓ Is the Tribe in compliance with certifications included in the IHP? YES_____ NO_____
- If no, what actions are being taken to comply?*

4. Project Implementation Schedule

Are activities being completed in accordance with schedules in the Project Implementation Schedule? YES_____ NO_____

If no, what is the cause for delays:

- | | | |
|------------------------|----------|---------|
| ✓ Implementation Steps | YES_____ | NO_____ |
| ✓ Coordination issues | YES_____ | NO_____ |
| ✓ Financial resources | YES_____ | NO_____ |
| ✓ Allocation of Staff | YES_____ | NO_____ |

- ✓ Are any changes planned for key implementation steps? YES_____ NO_____
- ✓ Additional items? YES_____ NO_____
- If yes explain.*

Unless specifically excepted, All negative responses must be noted.

| Areas of Noncompliance Noted | Areas Needing Improvement |
|-------------------------------------|----------------------------------|
|-------------------------------------|----------------------------------|

Organization, Management, Personnel Evaluation

Evaluation B

1. Files Management

- ✓ Is the filing system adequate and maintained by all staff?
YES_____ NO_____
- ✓ HUD regulations, Notices, Guidance Bulletins, Correspondence maintained in a manner that facilitates use by staff?
YES_____ NO_____
- ✓ Are Annual and sick leave practices in accordance with the Tribe adopted Personnel Policy?
YES_____ NO_____
- ✓ Are travel reimbursements made in accordance with Tribe adopted policies?
YES_____ NO_____
- ✓ Is compliance to the federally-required "Drug Free Workplace Act" being monitored?
YES_____ NO_____
- ✓ Are Council Policies and Procedures maintained and available to all staff?
YES_____ NO_____

2. Organization and Staffing

- ✓ Are position descriptions current and accurate?
YES_____ NO_____
- ✓ Are staff performance appraisals up-to-date?
YES_____ NO_____

3. Insurance

- ✓ Is an insurance register maintained listing all required insurance and termination dates?
YES_____ NO_____
- ✓ Dependent upon the type of activities, the Tribe is involved with, which are the following types of insurance in effect; if not why?
 - ✓ Property Insurance YES_____ NO_____

- | | |
|---------------------------------------|------------------|
| ✓ Replacement (Fire, Wind, etc.) | YES_____ NO_____ |
| ✓ Flood Insurance | YES_____ NO_____ |
| ✓ Liability and Collision on Vehicles | YES_____ NO_____ |
| ✓ Liability | YES_____ NO_____ |
| ✓ Workman's Compensation | YES_____ NO_____ |
| ✓ Larceny, Theft, Burglary | YES_____ NO_____ |
| ✓ Fidelity | YES_____ NO_____ |
| ✓ Builder's Risk Insurance | YES_____ NO_____ |
| ✓ Other | YES_____ NO_____ |

4. **Communication with Other Entities and Tribal Members**

- ✓ What methods are used to communicate and to post documents so that information is readily available to Tribal members? (e.g. Tribal Offices, Post Office, Library, Newsletters, Tribal Meetings, Annual Meetings.)

✓ Who maintains the "Complaints" log? _____

✓ Is it maintained and are complaints being handled in a timely manner?
YES_____ NO_____

✓ Does the Tribe have in effect a "Grievance Policy" with procedures, timelines, and efficient resolution of complaints?
YES_____ NO_____

Unless specifically excepted, All negative responses must be noted.

| | |
|-------------------------------------|----------------------------------|
| Areas of Noncompliance Noted | Areas Needing Improvement |
|-------------------------------------|----------------------------------|

Financial & Fiscal Management Evaluation

Evaluation C

1. Reporting

Required reports (SF 272- Federal Cash Transaction Report)

- ✓ Are quarterly SF 272 reports submitted in a timely manner?

YES_____ **NO**_____

- ✓ Have any letters been received from funding agencies HUD on the accuracy of the reports submitted?

YES_____ **NO**_____

- ✓ If yes explain why.

- ✓ Has the Tribe been denied access in LOCCS because of late reporting?

YES_____ **NO**_____

- ✓ If yes explain why.

2. Draw-downs

- ✓ Does the release of the check for payment of program costs occur within 3 days of the deposit of funds?

YES_____ **NO**_____

- ✓ Has HUD required the remission of funds due to excessive draw-downs?

YES_____ **NO**_____

- ✓ If yes explain.

- ✓ Are Request Vouchers for payment?

✓ Prepared

YES_____ **NO**_____

✓ Accurate

YES_____ **NO**_____

✓ Documented

YES_____ **NO**_____

- ✓ Are the established internal controls for requesting funding followed?

YES_____ NO_____

3. Accounting Records

- ✓ Do the accounting records adequately identify the source and application of funds provided in the following areas?

✓ Obligations YES_____ NO_____

✓ Unobligated Balances YES_____ NO_____

✓ Assets YES_____ NO_____

✓ Liabilities YES_____ NO_____

✓ Outlays/ Expenditures YES_____ NO_____

✓ Income YES_____ NO_____

✓ Subrecipient awards or Obligations YES_____ NO_____

- ✓ Are cash receipts/ cash disbursement journals maintained YES_____ NO_____

- ✓ Are bank statements reconciled monthly and in a timely manner? YES_____ NO_____

- ✓ If discrepancies exist, are they investigated and resolved? YES_____ NO_____

4. Internal Controls/ Cash Management

- ✓ Cash Receipts

- ✓ No changes in staff handling cash transactions within the last 6 months?

YES_____ NO_____

- ✓ If staff have been replaced, were appropriate security measures taken regarding former employee(s) e.g. LOCCS authority, safe combinations?

YES_____ NO_____

- ✓ If cash receipts process is computerized, is system security adequate?

YES_____ NO_____

- ✓ Is there adequate separation of responsibility in the receipt, recording and deposit of cash receipts?

YES_____ NO_____

5. Cash Disbursements

- ✓ Is there adequate separation of duties in the authorization, recording, and payment of cash disbursements?

YES_____ NO_____

- ✓ Is there adequate source documentation including that:

- ✓ All expenditures are supported by invoices, contracts, purchase orders etc.?

YES_____ NO_____

- ✓ All direct salaries and wages of employees are supported by time cards?
YES_____ NO_____
- ✓ Direct salaries that are prorated are supported by time distribution records?
YES_____ NO_____
- ✓ If cash disbursements system is computerized, is system security adequate?
YES_____ NO_____
- ✓ There are no missing, voided or altered checks?
YES_____ NO_____

6. **Budget Control**

- ✓ Do accounting records allow and provide for the comparison of actual expenditures with budgeted amounts for each grant?
YES_____ NO_____
- ✓ Is there evidence that staff recipient periodically (at least once a quarter) compares actual to budgeted expenditures?
YES_____ NO_____
- ✓ Do accounting records include tracking of expended/ unexpended and obligated/ un-obligated balances? YES_____ NO_____
- ✓ Are program budgets revised and approved, when necessary, in accordance with program requirements?
YES_____ NO_____

7. **Investments/ Banking**

- ✓ Are IHBG funds in one or more accounts separate from other funds?
YES_____ NO_____
- ✓ Are accounts insured by an agency or instrumentality of the U.S. or fully collateralized to ensure protection of the funds even in the event of bank failure?
YES_____ NO_____
- ✓ Are accounts subject to an agreement in a form prescribed by HUD sufficient to allow HUD to exercise its rights under 24 CFR 1000.60?
YES_____ NO_____
- ✓ Is cash in excess of immediate need identified and invested?
YES_____ NO_____

- ✓ Are funds invested in instruments or obligations which meet the requirements of 24 CFR 1000.58(a)?

YES _____ NO _____

8. **Audits**

- ✓ Has Annual Performance Report with a copy of the fiscal audit been submitted to HUD?

YES _____ NO _____

- ✓ Was the APR submitted timely or was an extension granted?

YES _____ NO _____

- ✓ Was there HUD recommendations for improvements on the APR?

YES _____ NO _____

- ✓ If yes, how were these incorporated into the APR and IHP Planning Process?

- ✓ Have any audit deficiencies identified in the report related to the IHBG program been adequately addressed within the prescribed time period?

YES _____ NO _____

9. **Collections**

- ✓ Are provisions of the Tribe Collection Policy enforced? YES _____ NO _____

- ✓ What is the current balance for delinquencies from Tribal members? _____

- ✓ Is this an increase within the last six months? YES _____ NO _____

- ✓ If yes, why? And what actions are being taken to reduce?

Unless specifically excepted, All negative responses must be noted.

Areas of Noncompliance Noted

Areas Needing Improvement

Cost Allowability Evaluation

Evaluation D

- ✓ Does a spot check of a sample of the following items of cost reveal any obvious instances where these expenditures were not necessary and reasonable for proper and efficient administration of the program:
 - ✓ Salaries and related costs?
YES_____ **NO**_____
 - ✓ Administrative service contracts (e.g., legal, account, audit, consulting)?
YES_____ **NO**_____
 - ✓ Travel expenditures?
YES_____ **NO**_____
 - ✓ Other administrative cost?
YES_____ **NO**_____
- ✓ Does a review of program expenditures reveal the existence of any unallowable cost as addressed in Attachment A of OMB Circular A-87, or identified in Attachment B of that circular? **YES**_____ **NO**_____
- ✓ Have any costs related to political activities been charged to the IHBG program?
YES_____ **NO**_____
- ✓ Are costs charged to the IHBG program not allocable to or included as a cost of any other Federally financed program in either the current or a prior period?
YES_____ **NO**_____
- ✓ Are indirect grantee costs charged to the IHBG program supported by an indirect cost proposal/cost location plan?
YES_____ **NO**_____
- ✓ Is there any staff working on non-NAHASDA program activities?
YES_____ **NO**_____
- ✓ If yes, how are the allocations of their salaries computed?

- ✓ Is the percentage of IHBG funds used for administrative costs different than what is stated in the IHP?

YES _____ **NO** _____

Unless specifically excepted, All negative responses must be noted.

| Areas of Noncompliance Noted | Areas Needing Improvement |
|-------------------------------------|----------------------------------|
|-------------------------------------|----------------------------------|

Environmental Review Evaluation

Evaluation E

1. If the Tribe assumed environmental review responsibilities, the following questions should be addressed/ areas reviewed.

- ✓ Is there a separate Environmental Review Record (ERR) for each project?
YES_____ **NO**_____
- ✓ Was the current HUD recommended (or an equivalent format) used for the ERR?
YES_____ **NO**_____
- ✓ Does each ERR contain the following:
 - ✓ Project description including, when applicable, geographic boundaries and all related HUD or non- HUD funded activities proposed?
YES_____ **NO**_____
 - ✓ Written determination in those cases in which the recipient claims that projects or activities are “exempt” under 58.34 or “categorically excluded” under 58.35
YES_____ **NO**_____ **N/A**_____
 - ✓ Finding of “No Significant Impact” (FONSI)?
YES_____ **NO**_____ **N/A**_____
 - ✓ Form HUD 7015.15, Request for Release of Funds and Certifications?
YES_____ **NO**_____ **N/A**_____
- ✓ Do records show that:
 - ✓ With the exception of exempt activities, no grant funds were obligated or spent prior to the receipt of HUD 7015.16 (or the date specified in the HUD 7015.16, if earlier)
YES_____ **NO**_____ **N/A**_____
 - ✓ With the exception of categorically excluded activities determined to be exempt under the provisions of 58.34(a)(12), no physical development activities began prior to the receipt of the HUD 7015.16 (or the date specified in the HUD 7015.16, if earlier).
YES_____ **NO**_____ **N/A**_____
 - ✓ Identify the source of the information used to answer the last two questions.

✓ **Completeness of Statutory Checklist**

- ✓ Is there evidence that the Federal laws and authorities listed at 58.34 have been specifically addressed for all activities except for those classified as exempt under 58.34?

YES_____ **NO**_____

- ✓ Were recognized authoritative sources used to support the conclusions reached?

YES_____ **NO**_____

- ✓ If mitigating measures are required, are they included in the ERR as part of the actions pertaining to the environmental review?

YES_____ **NO**_____

Unless specifically excepted, All negative responses must be noted.

| Areas of Noncompliance Noted | Areas Needing Improvement |
|-------------------------------------|----------------------------------|
|-------------------------------------|----------------------------------|

Procurement And Contract Administration Evaluation

Evaluation F

The requirements / standards for this program area are found in 24 CFR 85.36.

✓ Small Purchases

- ✓ Can staff document receipt of an adequate number of price or rate quotations from qualified sources for procurements of \$100,000.00 or less?

YES_____ **NO**_____

✓ Competitive Sealed Bids (Formal Advertising)

- ✓ Did the staff receive at least two responsive bids from responsible bidders for each procurement transactions?

YES_____ **NO**_____

- ✓ Did the staff advertise the Invitation for Bid (IFB) in a publication of general circulation?

YES_____ **NO**_____

- ✓ Were bids solicited from an adequate number of potential bidders?

YES_____ **NO**_____

- ✓ Did the IFB include specifications and pertinent attachments, clearly define the items or services needed in order for the bidders to properly respond to the invitation?

YES_____ **NO**_____

- ✓ Did the IFB, include wage determination schedules, payroll submission requirements, and other necessary bid elements?

YES_____ **NO**_____

- ✓ Were all bids opened publicly at the time and place stated in the IFB?

YES_____ **NO**_____

- ✓ Was the contract awarded to the lowest responsive and responsible bidder?

YES_____ **NO**_____

✓ Competitive Proposals

- ✓ Was this procurement method utilized only when conditions were not appropriate for the use of competitive sealed bids?

YES_____ **NO**_____

- ✓ Did the Request for Proposals (RFP) state clearly and accurately the technical requirements for the goods or services to be procured?

YES_____ **NO**_____

- ✓ Were the proposals solicited from an adequate number of qualified sources, consistent with nature of the procurements?
YES_____ **NO**_____
 - ✓ Did the staff publicize the RFP and honor reasonable requests by parties to compete to the maximum extent practicable?
YES_____ **NO**_____
 - ✓ Did the RFP identify all significant evaluation factors, including price or cost where required, and their relative importance?
YES_____ **NO**_____
 - ✓ Did staff:
 - ✓ Conduct technical evaluations of submitted proposals?
YES_____ **NO**_____
 - ✓ As determine responsible offers from such evaluations?
YES_____ **NO**_____
 - ✓ Make awards to the most responsive and responsible offers whose proposals would be most advantageous to the recipient after price and other factors we considered?
YES_____ **NO**_____
 - ✓ If proposals involving all professional services were evaluated with respect to factors other than price, did staff document the basis for negotiation of fair and reasonable compensation?
YES_____ **NO**_____
 - ✓ Noncompetitive Proposals
 - ✓ Can the staff show that another method of procurement (small purchases, sealed bids or competitive proposals) was not feasible because: the item was only available from a single source; or, a public exigency or emergency was of such urgency to not permit use of competitive solicitation; or, after solicitation of a number of sources, competition was determined inadequate?
YES_____ **NO**_____
 - ✓ General Provisions/ Procedures
 - ✓ Is the staff ensuring that its awards are not made to any party which is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction consistent with the requirements of 24 CFR part 24?
YES_____ **NO**_____

- ✓ Was there a rationale in the file for:
 - ✓ The selection of the methods of procurement?
YES_____ **NO**_____
 - ✓ The selection of contract type?
YES_____ **NO**_____
 - ✓ Contractor selection or rejection?
YES_____ **NO**_____
 - ✓ The basis for the cost or price of the contract?
YES_____ **NO**_____
- ✓ Is contract pricing always based on a method other than the “cost-plus-a-percentage-of-cost” method?
YES_____ **NO**_____
- ✓ Are procurement procedures in place which ensure that:
 - ✓ Purchase orders and contracts signed by a proper authorized officer?
YES_____ **NO**_____
 - ✓ A cost or price analysis is performed in connection with every procurement action, including contract modifications?
YES_____ **NO**_____
 - ✓ Can staff document a system of contract administration for determining the adequacy of contractor performance?
YES_____ **NO**_____
- ✓ Bonding and Insurance
 - ✓ If contracts have been awarded for construction or facility improvements under the grant program(s), did the staff:
 - ✓ Follow its own requirements relating to bid guarantees, performance bonds and payment bonds for construction contracts or subcontracts valued at or below \$100,000.00?
YES_____ **NO**_____
 - ✓ Meet the minimum Federal requirements for bid guarantees, performance bonds and payment bonds (24 CFR 85.36(h)) or the alternatives set forth in 1000.26(a)12) for construction contracts or subcontracts valued above \$100,000.00
YES_____ **NO**_____

- ✓ Contracting with Small and Minority firms, Women's Business Enterprises and Labor Surplus Area Firms

- ✓ Are staff taking affirmative steps to use small, minority-owned and women-owned businesses in grant funded contracts such as:
 - ✓ Including such businesses on solicitation lists whenever they are potential sources?
YES_____ **NO**_____

 - ✓ Ensuring that such businesses, when identified, are solicited whenever they are potential sources?
YES_____ **NO**_____

 - ✓ Dividing procurement requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses?
YES_____ **NO**_____

 - ✓ Requiring prime contractors when subcontracts are let, to take affirmative steps to select small, minority-owned and women-owned businesses in grant funded contracts?
YES_____ **NO**_____

Unless specifically excepted, All negative responses must be noted.

| | |
|-------------------------------------|----------------------------------|
| Areas of Noncompliance Noted | Areas Needing Improvement |
|-------------------------------------|----------------------------------|

Participant Eligibility, Admissions, & Occupancy Evaluation

Evaluation G

✓ Policies and Procedures

✓ Are the following policies readily available to staff and posted for the general public?

✓ Eligibility YES_____ NO_____

✓ Selection YES_____ NO_____

✓ Rent or Payment Determination YES_____ NO_____

✓ Occupancy YES_____ NO_____

✓ Maintenance (includes rehabilitation standards) YES_____ NO_____

✓ Grievance YES_____ NO_____

✓ Collections YES_____ NO_____

✓ Policies Implementation

✓ Is staff consistently and timely implementing the above policies?

YES_____ NO_____

✓ Eligibility

✓ Are the most current HUD determined income limits being utilized?

YES_____ NO_____

✓ Are only low-income NA/AI/NH families determined eligible?

YES_____ NO_____

✓ Eligibility reviews include rent-paying habits, credit checks?

YES_____ NO_____

✓ Are applicants adequately counseled on program requirements?

YES_____ NO_____

✓ Is the waiting list adequately maintained and documented and dated with offers?

YES_____ NO_____

✓ Are applicants determined to be “ineligible” notified of reasons and options available to them?

YES_____ NO_____

✓ Selection of families for housing assistance

- ✓ Are the admissions of selected participants documented adequately to reflect compliance with Board policies signed and dated rating form for each selection?

YES_____ **NO**_____

- ✓ Are incomes verified to be within the income limits prior to execution of housing assistance contract/agreement?

YES_____ **NO**_____

- ✓ Are all “contracts for housing assistance” between the Tribe and the participant signed and dated and in their file?

YES_____ **NO**_____

- ✓ Are selected participants counseled on their housing assistance responsibilities?

YES_____ **NO**_____

✓ Maintenance and Inspections

- ✓ Depending on type of housing assistance offered, select a number of participant files and review files to determine compliance with Policy.

- ✓ Are all participant files properly documented per required policy actions?

YES_____ **NO**_____

- ✓ Are inspections of applicant units fully completed and documented in files?

YES_____ **NO**_____

- ✓ Was the Scope of Work (Work Order) for rehabilitation completed within budget and timeframes for each unit?

YES_____ **NO**_____

- ✓ Is there follow up on rehabilitation work completed to ensure quality workmanship?

YES_____ **NO**_____

Unless specifically excepted, All negative responses must be noted.

Areas of Noncompliance Noted

Areas Needing Improvement

Labor Standards Compliance Evaluation

The labor standards requirements for IHBG recipients are found at 24 CFR 1000.16

Evaluation H

Part I: Assessment of Labor Standard Administration

List staff who has been designated to ensure compliance with labor standards requirements?

Names:

✓ Are the following documents or information or documents maintained?

✓ Labor standards enforcement files for each construction project? YES_____ NO_____

✓ Construction starts dates? YES_____ NO_____

✓ Contract award dates? YES_____ NO_____

✓ Contract bid specifications with labor standards provisions? YES_____ NO_____

✓ Records pertaining to violations and wage restitution? YES_____ NO_____

✓ Apprentice/trainee registration records YES_____ NO_____

✓ Record of employee interviews? YES_____ NO_____

✓ Certified payrolls maintained by project? YES_____ NO_____

✓ Are Semi-Annual Labor Standards Enforcement Reports submitted to HUD Labor relations?
YES_____ NO_____

Part II: Labor Standards Compliance, Individual Construction Contract

Reviewer should make a random selection of construction contracts. List the contractors and dollar amounts for these contracts.

A.

B.

C.

✓ Contract Components

✓ Are the following documents included in the contract file?

✓ Project number designation YES_____ NO_____

✓ Name of contractor YES_____ NO_____

✓ Description of work YES_____ NO_____

✓ Bid opening date (___/___/___) YES_____ NO_____

✓ Contract award date (___/___/___) YES_____ NO_____

✓ Contract amount (\$_____) YES_____ NO_____

✓ Start of construction date YES_____ NO_____

✓ Contract Documents

✓ Are the following documents included in the contract file?

✓ Proper wage decision in contract/specifications YES_____ NO_____

✓ Labor standards provisions in the contract/specifications YES_____ NO_____

✓ Evidence of contractor eligibility verification YES_____ NO_____

✓ Additional classifications and wage rates processed as needed. YES_____ NO_____

Payroll Review

✓ Are payrolls submitted in a timely manner? YES_____ NO_____

✓ Are payrolls signed by employer or authorized representative? YES_____ NO_____

✓ Are discrepancies/ violations noted? YES_____ NO_____

✓ Is there evidence of payroll review? YES____NO____

✓ Are discrepancies/violations followed through to full resolution? YES____NO____

Unless specifically excepted, All negative responses must be noted.

| Areas of Noncompliance Noted | Areas Needing Improvement |
|-------------------------------------|----------------------------------|
|-------------------------------------|----------------------------------|

”

Section VIII. (Certificate of Enactment)

1. Certification

We, the undersigned, as President and Secretary/Treasurer of the Ninilchik Traditional Council of the Ninilchik Tribe, do hereby certify that a quorum was present at a duly called meeting of the Ninilchik Traditional Council on the _____ day of _____, 2003 and that the foregoing Ninilchik Indian Housing Program Policies and Procedures were adopted with an affirmative vote of _____ for _____ against _____ absent, and _____ abstaining, a quorum being present. Therefore, these policies and procedures are duly enacted and the date of this meeting shall be the effective date of this policy.

Richard G. Encelewski/President/Chairman

Attest:

Ivan Z. Encelewski/Secretary - Treasurer